



# STATE OF ARKANSAS

## OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

## **FINAL - REQUEST FOR PROPOSAL**

### BID SOLICITATION DOCUMENT

Note: Updates to this final RFP are designated by red font.

SOLICITATION INFORMATION			
Bid Number:	SP-18-0034	Solicitation Issued:	10/02/2017
Description:	Electronic Health Record & Patient Billing & Accounts Receivable System		
Agency:	Department of Human Services		
SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	12/12/2017	Bid Opening Time:	10:00 a.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	<p>Office of State Procurement 1509 West 7<sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>		
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>		
OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Shane Phillips	Buyer's Direct Phone Number:	501-324-9322
Email Address:	Jordan.Phillips@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

- **Do not provide responses to items in this section unless specifically and expressly required.**

### **1.1 PURPOSE**

The Office of State Procurement issues this Request for Proposals on behalf of Arkansas State Hospital (“ASH”) to obtain proposals and a contract for a proven, commercial off-the-shelf (COTS) Electronic Health Record (EHR) System and a Patient Billing and Accounts Receivable System.

### **1.2 BUDGET**

The total budget for the initial three (3) year term of the contract is \$2.8 million. The budget includes all required elements specified in the RFP for the initial contract term. Proposals submitted in excess of the stated budget **shall** have additional points deducted from the Prospective Contractor's Cost Score on a tiered basis. Please see section 3.3.C.

### **1.3 TYPE OF CONTRACT**

- A. A Term contract will be awarded to a single Contractor.
- B. The initial term of this contract will be for three (3) years. The anticipated starting date for the contract is indicated in section 1.6 below. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to four (4) additional one-year terms or a portion thereof.
- C. The total contract term **must not** exceed seven (7) years.

### **1.4 ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout this solicitation.

### **1.5 BID OPENING LOCATION**

Proposals received by the opening time and date will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

### **1.6 PROCUREMENT SCHEDULE**

Milestone	Date
Notice of Intent to Release the RFP	<i>October 2, 2017</i>
Questions Due	<i>October 13, 2017 4:00pm CST</i>
State's Responses to Prospective Contractor Questions (anticipated)	<i>October 30, 2017</i>
Release of the Final RFP (anticipated)	<i>December 1, 2017</i>
Proposals Due (Date / Time) (anticipated)	<i>December 12, 2017 10:00am CST</i>
Oral Presentations (anticipated)	<i>February 12, 2018</i>
Anticipation to Award (anticipated)	<i>March 1, 2018</i>
Contract Start Date (anticipated)	<i>April 1, 2018</i>

### **1.7 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

- C. Prospective Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to Template T-7. Prospective Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

## 1.8 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. The following table lists definitions specific to this solicitation.

"ADT" shall mean Admissions, Discharges, and Transfers.
"ASH" shall mean the Arkansas State Hospital.
"CCHIT" shall mean Certification Commission for Health Information Technology.
"CMHCs" shall mean Community Mental Health Centers."
"CMS" shall mean The Centers for Medicare and Medicaid Services, an agency within the United States Department of Health and Human Services responsible for overseeing, among other things, the Medicaid and Children's Health Insurance Program.
"Contract Monitor" shall mean the State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor will be a DHS staff member.
"CPT" shall mean Coding Procedural Terminology.
"DBHS" shall mean Department of Behavioral Health Services
"DHS" shall mean Department of Human Services.
"DOS" shall mean date of service.
"DRG" shall mean Diagnosis Related Group.
"DSM" shall mean Diagnostic and Statistical Manual.
"EHR" shall mean Electronic Health Record.
"GUI" shall mean Graphical User Interface.
"HIPAA" or "the Health Insurance Portability and Accountability Act" shall mean a federal statute (passed in 1996 and amended in 2009 with the passage of HITECH) requiring standardization of electronic patient

health, administrative, and financial data; unique health identifiers for individuals, employers, health plans, and health care providers; and security standards to protect the confidentiality and integrity of individually identifiable health information
"ICD" shall mean International Statistical Classifications of Diseases.
"IPF/PPS" shall mean Inpatient Psychiatric Facility / Perspective Payment System.
"Joint Commission" shall mean the organization that accredits and certifies health care organizations and programs in the United States.
"MAR" shall mean electronic medication administration record.
"Meaningful Use" shall mean using a certified electronic health record technology to improve quality, safety, efficiency, and reduce health disparities; engage patients and families; improve care coordination, and population and public health; maintain privacy and security of patient health information. Meaningful use sets specific objectives that eligible professionals and hospitals must achieve to qualify for CMS incentive payments.
"RAs" shall mean Remittance Advice.
"Solution" shall mean the EHR and Billing software proposed by the Prospective Contractor in its proposal.
"UAMS" shall mean University of Arkansas for Medical Sciences

## 1.9 **RESPONSE DOCUMENTS**

- A. It is strongly preferred that the Proposal be in the order of the Response Templates, and that all questions in each Response Template be completed. Prospective Contractor(s) **shall** use the Response Templates provided by the State. Proposals that are incomplete may be deemed non-responsive at the sole discretion of OSP or may have a significant negative impact on their score due to the impact on the Proposal evaluation process. It is the Prospective Contractor's responsibility to ensure its Proposal is submitted in a manner that enables DHS-ASH to easily locate all response descriptions and exhibits for each requirement in the respective SOW within this RFP.
- B. The following illustrates at a high level the contents of each proposal package:

### 1. **Package 1 – Technical Proposal (see below)**

This portion of the Proposal should include the sections that correspond to the Response Templates listed in the table below. Prospective Contractor(s) **shall** use the Response Templates provided by the State. The State strongly encourages each Prospective Contractor to fully complete each Response Template.

Section / Template	Name	Description
T-1	Executive Summary and Prospective Contractor Information	<p>The response should include an executive summary, Prospective Contractor contact information and locations, subcontractor contact information and locations, and demonstration of the fulfillment of the Minimum Mandatory Qualifications.</p> <p>The Prospective Contractor <b>shall</b> provide a signature by an individual authorized to bind the Prospective Contractor on the Response Template T-1 marked "ORIGINAL." The signature must be a wet original signature in black or blue ink.</p> <p><b>The Prospective Contractor shall include the letter(s) of reference required in section 2.5.C.</b></p> <p><b>The Prospective Contractor shall include the letter of bondability required in section 2.5.D.3.</b></p>

Section / Template	Name	Description
T-2	Prospective Contractor Experience/References	<p>The Technical Proposal should include an overview of the Prospective Contractor organization, corporate background, and documentation of the Prospective Contractor's experience providing similar services, financial references, and other required forms. If the Proposal includes the use of subcontractor(s), projects completed by the subcontractor should be provided.</p> <p>The Technical Proposal <b>must</b> include at least three (3) references (for the Prime Contractor) from projects performed that demonstrate the Prospective Contractor's ability to provide a system described in the SOW of this RFP. If the Proposal includes the use of subcontractor(s), the Prospective Contractor <b>must</b> provide three (3) references for each subcontractor proposed. There is a strong preference for references that demonstrate where the Prime and subcontractor(s) have worked together in the past. At least one (1) reference (for Prime Contractor) <b>must</b> be a project of similar scope from an acute psychiatric hospital of similar size.</p>
T-3	Prospective Contractor Staffing	<p>The Technical Proposal should include: key staff; subcontractor(s) key staff, if applicable; and staff retention.</p> <p>The Prospective Contractor's Technical Proposal should include the proposed approach to: roles and responsibilities; summary of skill sets; total years of experience in the proposed role; qualifications; and resumes.</p>
T-4	Functional Requirements	<p>The objective of the Requirements Template is to provide the Prospective Contractor's with a clear understanding of the system requirements their solution must meet and provide DHS-ASH with a method to evaluate the degree to which each Prospective Contractor will satisfy the Requirements.</p>
T-5	Requirements Approach	<p>This section of the Technical Proposal should include a narrative of the Prospective Contractor's proposed approach to addressing the Requirements. The response should detail the approach to meet the various requirements as documented in the RFP.</p>
T-6	Requirement Plans	<p>This section of Technical Proposal should include the proposed plans requested in this RFP, including the Implementation Plan, Training Plan, Communication and Issue Resolution Plan, Information Security Plan, Organizational Change Management Plan, and Disaster Recovery Plan. These plans should demonstrate that the Prospective Contractor has a thorough understanding of the SOW and what should be done to satisfy the requirements.</p>
T-7	RFP Submission Checklist	<p>This section of the Technical Proposal should include the completed checklist verifying that all the RFP response requirements have been completed. Additionally, the Prospective Contractor should provide the forms required prior to contract award.</p>

## 2. Package 2 – Cost Proposal (see below)

This portion of the Proposal **shall** include Template C-1 — Official Bid Price Sheet as described below. The Prospective Contractor **shall** follow all of the instructions contained within the Response Template. See section 1.13 for more information and instructions.

- C. Prospective Contractor's **must** submit six (6) hard copies, and one (1) electronic copy of the Technical Proposal. Prospective Contractor's **must** submit one (1) hard copy, and one (1) electronic copy of the Cost Proposal. One (1) hard copy of the Technical Proposal and Cost Proposal **must** be clearly identified on the cover and packaging as the Proposal ORIGINAL.

Prospective Contractor's **shall** place the Cost Proposal in a single SEALED package, separate from the Technical Proposal, clearly marked as the Cost Proposal with the Prospective Contractor's name and the RFP number. The electronic copy of the Technical Proposal and Cost Proposal (e.g., searchable pdf) may be submitted on CDs, DVDs and/or USB storage devices. Electronic copy **shall not** include submission by email or fax. The Prospective Contractor should make reasonable attempts to ensure that the electronic copy media is "locked" to avoid unintentional changes to the submission.

#### 1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email on or before the date and time listed in section 1.6 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*. The Prospective Contractor **shall** submit questions using Response Template O-1 Written Questions. The questions **must** be submitted in the original file format "Microsoft Excel" as denoted in Template O-1.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on the date listed in section 1.6. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

#### 1.11 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the Template T-1.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be disqualified.

#### 1.12 **SUBCONTRACTORS**

- A. Prospective Contractor should complete and submit the Subcontractor Contact Information included in Template T-1.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the Response Templates. **Do not** attach any additional information to the Subcontractor Contact Information table in Template T-1.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

**1.13 PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on Template C-1 - Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. Template C-1 - *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the bid opening.
- C. Template C-1 - *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

**1.14 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the Prime Contractor.
- B. The Prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

**1.15 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

**1.16 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### **1.17 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

#### **1.18 REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

#### **1.19 AWARD PROCESS**

##### **A. Successful Contractor Selection**

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

##### **B. Negotiations**

1. If the State so chooses, negotiations may be conducted with the highest ranking Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.



**C. Anticipation to Award**

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

**D. Issuance of Contract**

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

**1.20 MINORITY BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 and Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
  - A woman
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

**1.21 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**1.23 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.24 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

**1.25 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
  - 6. Integrating into networks used to share communications among employees, program participants, and the public.
  - 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

**1.27 VISA ACCEPTANCE**

- A. Awarded Contractor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

**1.28 PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s proposal to be disqualified.

**1.29 RESERVATION**

The State will not pay costs incurred in the preparation of a proposal.

## **SECTION 2 – MINIMUM REQUIREMENTS & SCOPE OF WORK**

- **Do not provide responses to items in this section unless specifically and expressly required.**

### **2.1 INTRODUCTION**

This RFP is issued on behalf of the Arkansas State Hospital, an acute psychiatric facility, to obtain proposals and a contract for a proven, COTS Electronic Health Record (EHR) System and Patient Billing and Accounts Receivable System. The Contractor **shall** provide a system that is either:

1. Fully integrated system for EHR and Patient Billing and Accounts Receivable
2. Two interfaced systems that appear seamless to the end user

### **2.2 BUDGET**

The total budget for the initial three (3) year term of the contract is \$2.8 million. The budget includes all required elements specified in the RFP for the initial contract term. Proposals submitted in excess of the stated budget **shall** have additional points deducted from the Prospective Contractor's Cost Score on a tiered basis. Please see section 3.3.C.

### **2.3 ARKANSAS STATE HOSPITAL OVERVIEW**

ASH is a 222-bed, secure, acute psychiatric inpatient facility located in Little Rock, Arkansas. The hospital is a component of the Division of Behavioral Health Services (DBHS), which is one division of the Arkansas Department of Human Services (DHS). ASH's mission is to provide psychiatric services that promote recovery in a safe and caring environment. ASH is licensed by the Arkansas Department of Health and the Centers for Medicare and Medicaid Services, and is accredited by The Joint Commission. The hospital has nine distinct physical units covering three (3) service areas: 1) General Adult, 2) Forensic, and 3) Adolescent.

1. **General Adult Service:** The General Adult Service area is comprised of three, 30-bed units for persons eighteen (18) years of age and older. To be admitted to this area an individual must first be screened at one of the fifteen (15) Community Mental Health Centers (CMHCs) located across the state. The screening for appropriate admission is based on continuity of care and treatment which provides the least restrictive setting.
2. **Forensic Service:** The Forensic Service area is comprised of four 24-bed adult units whose mission is to assess and treat individuals with mental illness who have allegedly committed a crime, and to consult with the Court of Record and Law Enforcement. All persons treated on Forensic Services have been court-ordered for either an evaluation or treatment secondary to the legal charges they have received.
3. **Adolescent Service:** The Adolescent Service area is comprised of two units: an eighteen (18) bed co-educational program for adolescents thirteen (13) to seventeen (17) years of age who are in need of acute or residential psychiatric care and an 18-bed program for adolescent males thirteen (13) to seventeen (17) years of age who have committed a sexual offense. Patients may be referred by local CMHCs, other divisions of DHS, private treatment providers, or the juvenile courts.

ASH is committed to the education of mental health providers and serves as a training site for nursing, medical, social work, and psychology students and trainees. Many members of the clinical staff serve on the faculties of University of Arkansas for Medical Science (UAMS) and other local universities. Nursing students from several local schools spend clinical time at ASH, and University of Arkansas – Little Rock social work graduate students participate in clinical internships. ASH has a Psychology Pre-Doctoral Internship Program and a Forensic Psychology Postdoctoral Fellowship Program. ASH is a clinical site for UAMS's General, Child, and Adolescent Psychiatry Residencies, and is the primary clinical site for the UAMS Forensic Psychiatry Fellowship Program.

### **2.4 CURRENT MEDICAL RECORD AND BILLING PLATFORM**

- A. ASH patient medical records are currently paper-based except for the utilization of an electronic pharmacy system and medication administration record (eMAR) called Worx, a Mediware product. The State also currently uses Omnicell drug dispensing cabinets, as well as MediMar, a module of the pharmacy system that provides the electronic MAR and bar code scanning.
- B. ASH currently operates a legacy patient billing and accounts receivable system, Essentia, which ASH is seeking to fully replace with this RFP.

C. Additional information regarding required interfaces is provided in Section 2.7.3 of this RFP.

## 2.5 **MINIMUM CONTRACTOR QUALIFICATIONS**

A. The Prime Contractor **shall** have experience implementing the proposed system(s) in an acute psychiatric facility similar in size and scope to ASH. Prime Contractor and any subcontractors (if applicable) **shall** provide at least three (3) references from previous engagements of similar size and scope to this RFP. At least one of the references (for Prime Contractor) **must** be from an acute psychiatric facility. The State strongly prefers references that are currently using the system. (See *Template T-1 and T-2*)

B. The Prospective Contractor **shall** have their EHR System successfully implemented and currently in use at a facility that has either:

1. Passed a Joint Commission survey with the Prospective Contractor's solution in operation, or

2. Been Joint Commission certified while the Prospective Contractor's solution is in operation.

(See *Template T-1*)

C. Prospective Contractor **shall** submit, at minimum, one (1) letter of recommendation as part of response to Template T-1 from an acute psychiatric facility where the Prospective Contractor's proposed solution is currently in use and meets the criteria in 2.5.B. It is preferable that the Prospective Contractor submit three (3) letters of recommendation. The letter(s) of recommendation should, at minimum:

1. Describe how the Prospective Contractor's proposed solution helped the facility to successfully meet one or both of the requirements set forth in section 2.5.B.

2. Be on the official letterhead of the party submitting the recommendation

3. Be from an individual who can directly attest to the respondent's qualification(s) relevant to this RFP

4. Be limited to organizational recommendations, not personal recommendations

5. Be dated not more than six months prior to the proposal submission date

6. Include current phone number, mailing address, email address, title, printed name, and signature of the individual submitting the recommendation for the organization

7. Not be a current employee of Arkansas Department of Human Services or the Arkansas State Hospital

D. Performance Bonding Requirements

1. The Contractor **shall** be required to obtain a performance and payment bond to protect the State's interest.

2. The Contractor **shall** obtain a performance bond as follows:

a. The amount of the performance bond shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State

b. The State may require additional performance bond protection when a contract price is increased or modified

c. The Contractor **shall** submit documentation to the satisfaction of the State that a performance bond has been obtained

d. The Contractor **shall** notify the State of any changes, modifications, or renewals for the performance bond during the term of the contract

3. Prospective Contractor's **shall** submit, as part of their proposal, a letter of bondability. (See *Template T-1*)

## 2.6 **MINIMUM SYSTEM REQUIREMENTS**

- A. The Contractor **shall** provide a system that meets one of the following two options (See *Template T-5*):
1. Option 1: One fully integrated EHR and Patient Billing and Accounts Receivable system. This option is strongly preferred.
  2. Option 2: One EHR system interfaced with one Patient Billing and Accounts Receivable System.
    - a. If Option 2 is proposed, the Contractor **shall** provide systems that minimize visible interfaces to the end user and provide end users with a seamless, single look and feel.
- B. The Contractor **shall**:
1. Provide an EHR system that is ONC HIT 2014 Meaningful Use State 1 and Stage 2 Certified with an ongoing commitment to not only maintain Stage 2 compliance but achieve Stage 3, as outlined by CMS. See link at: <https://www.cms.gov/apps/stage-1-meaningful-use-attestation-calculator/> (See *Template T-5*).
  2. Ensure that the EHR and Patient Billing and Accounts Receivable system(s) has the functionalities identified as mandatory in the System Requirements (See *Template T-4*).
  3. Ensure the system(s) comply and remain compliant with HIPAA, the Joint Commission, and CMS requirements as well as all other State and federal rules and regulations (See *Template T-5*).
  4. Perform the initial configuration of the System for ASH's use as part of Implementation. This configuration **shall** include the creation of any maintenance files required to support the System.
  5. Provide system(s) that allow ASH to export any and all data elements and allow for data portability through industry standard access protocols (See *Template T-5*).
    - a. Provide a file type of the export to be readable in Microsoft Excel unless the volume of data exceeds Excel's capacity.
  6. Provide a system(s) that accept(s), at a minimum, data input through the following input devices (See *Template T-5*):
    - a. PCs/Laptops
    - b. Wireless devices (tablets, smartphones, etc.)
    - c. Document scanners

### 2.6.1 **Hosting Requirements**

- A. This RFP solicits a Contractor-hosted solution. To be considered for award, a Prospective Contractor **must** submit a Contractor-hosted solution in its technical and cost proposal. Prospective Contractor's proposing a Software as a Service (SaaS) solution will be considered under the Contractor-hosted model. Prospective Contractors **shall** include all hosting costs for the EHR, Billing, and Incident Management system in Table 8 of Template C-1 - Official Bid Price Sheet.
- B. All servers and data associated with the Arkansas instance of the Contractor-hosted solution **shall** reside in the continental United States.
- C. The State of Arkansas's solution **shall** be hosted on a private cloud or a virtual private cloud. For the purposes of this RFP, a private cloud is either a single-tenant environment where the hardware, storage, and network are dedicated to the State; or a virtual private cloud, a multi-tenant environment, with network isolation and private subnets.
- D. Contractor's proposed solution **shall** be MARS-E 2.0 compliant.
- E. It is preferable that the Contractor's proposed solution be FedRamp compliant.

## 2.7 SCOPE OF WORK

### 2.7.1 Hardware Requirements

#### A. Hosting Hardware – Contractor Hosted

1. The Prospective Contractor should provide a description of the hardware to be used and why this hardware is optimized for the performance of the system. As part of its proposal, the Prospective Contractor should provide a systems specification that outlines the server, networking, and communications requirements of its solution. The Prospective Contractor should demonstrate compliance with the requirement that the solution reside in the continental United States. (See *Template T-5*)

#### B. User Hardware

1. The Contractor **shall** provide a solution:
  - a. That functions on workstations in various clinical and office settings. The Prospective Contractor's proposal should describe any optimal and minimal specifications for desktops, laptops, or wireless devices which will serve as workstations. (See *Template T-5*)
  - b. The Prospective Contractor's proposal should describe how the solution would run on existing hardware. ASH currently operates Windows 7 on its workstations, but is in the process of converting to Windows 10. Current workstations are a mixture of Dell 7010s, 7040s, and 9020s. ASH is also approved for the use of iPads and iPhones. (See *Template T-5*)

#### C. Network Requirements

1. The Prospective Contractor's proposal should describe the bandwidth requirements for each individual, networked component (wired and wireless), both the minimum amount to work effectively and the optimal amount for system performance under a Contractor hosted solution. (See *Template T-5*)

### 2.7.2 Software Business Requirements

- A. Template T-4 to this RFP provides a table of mandatory and optional capabilities for the Prospective Contractor's proposed software solution. This table inquires about the availability of certain features of a Prospective Contractor's solution, and whether such features are available "out of the box" or with customization. Certain features on this table are mandatory, and they are indicated as such. The Contractor **shall** meet all mandatory requirements either "out of the box" or with customization. Other features are not mandatory, but a Prospective Contractor will be evaluated on its ability to provide these features. All Bidders should complete Template T-5, a complement to Template T-4, (and submit any supporting information therefor) as part of a proposal.
- B. The Contractor **shall** provide a solution capable of supporting different role-based user types. The anticipated role-based user types required by the State are listed below. The Prospective Contractor's should indicate in their proposals what types of configuration can be done to support these role-based user types (See *Template T-5*). The Contractor **shall** assist ASH in the set-up and assignment of user roles for the initial batch of system users. Prospective Contractors **shall** include all licensing fees for the initial contract term for the EHR and Billing System in Table 2 of Template C-1 - Official Bid Price Sheet. EHR and Billing System renewal licensing fees shall be included in Table 10 of Template C-1 - Official Bid Price Sheet. Licensing fees **shall** include all maintenance and support as required in this RFP.
  1. The State anticipates approximately 400 users of the solution. This figure can be broken broadly into the following categories:
    - a. Billing – ten (10) users
    - b. IT – four (4) users (a combination of support, reporting and super user roles)

- c. Miscellaneous – thirty (30) (admissions, medical records, quality control, and other non-clinical roles)
  - d. Pharmacy – five (5)
  - e. eRX and eLABS - thirteen (13) each for ordering providers
  - f. Clinical – 328 (this category will include the physicians, nurses, clinical staff, lab technicians, social workers, therapists, etc.). **The clinical resources are made up as follows: There are approximately 53 RN's, 62 LPN's, 76 BHA (Behavioral Health Associates), 50 safety officers (all of these positions are assigned across units). Each unit has a phycologist, therapist, psychiatrist, and recreational resources assigned. There are 25 prescribers included within the 328 clinical users.**
  - g. Super Users- four (4) at a minimum. ASH may wish to add additional Super Users at a later date.
- C. In order to assist the Prospective Contractor's to predict user demand at different points in time at a facility that operates 24/7, the following information on staffing and shift patterns has been provided: ASH's peak hours of operation are 7am-7pm CST Monday-Friday, with approximately 175 concurrent users on duty. Non-peak hours include nights from 7pm-7am CST and weekends with approximately fifty (50) concurrent users on duty.
- D. This RFP contains several Business Process Workflows for Prospective Contractor's to use as an aid in preparing their proposals. These workflows demonstrate the way in which several key functions, which will be performed in the solution in the future, are currently performed at ASH. They are provided in the Procurement Library located at
- <http://humanservices.arkansas.gov/procurement/details/library-electronic-health-records-patient-billing-and-account-receivable-sy>
- E. eMAR and Pharmacy (**Cost Not Evaluated**)  
 ASH currently uses Worx, a Mediware product, as its electronic pharmacy system. The current version/update used by ASH is Worx 2003 R3. The State also currently uses Omnicell drug dispensing cabinets, as well as MediMar, a module of the pharmacy system that provides the electronic MAR and bar code scanning. The current version/update of the software used for these cabinets is Worx 2003 R3. While it is preferable that the proposed solution have the option to interface with ASH's current eMAR and Pharmacy solution, the State will consider a solution with alternative eMAR and Pharmacy functions. If the Prospective Contractor does not have alternative eMAR/Pharmacy functionality, then the proposed solution **must** interface with ASH's current solution. (See *Template T-5*) Cost for this section **shall not** be considered in the award of cost points, however, pricing **shall** be included in Table 9 of Template C-1 Official Bid Price Sheet.
- F. Incident Reporting  
 The system **must** have an incident reporting system. At minimum, the Contractor **shall** provide a system that can accommodate the documenting of occurrences or situations involving patient care, hospital operations, or a combination of both. Examples of incidents that would be reported through the system include, but are not limited to: patient restraint, physical injury to a patient, or medical emergencies. (See *Template T-5*). Prospective Contractors **shall** include all licensing fees for the initial contract term for the Incident Reporting System in Table 3 of Template C-1 - Official Bid Price Sheet. Incident Reporting System renewal licensing fees shall be included in Table 11 of Template C-1 - Official Bid Price Sheet. Licensing fees **shall** include all maintenance and support as required in this RFP.

### 2.7.3 **Systems Interface and Integration**

#### A. Required Interfaces



The Prospective Contractor's proposed solution **shall** interface with certain existing ASH systems, as outlined below. **ASH shall provide licenses for any existing solutions already in use by the hospital.** The Prospective Contractor's proposal should include a plan to design, test, implement and interface with each of the required systems below. This plan should be a component of the Implementation Plan in Template T-6. A description of Prospective Contractor's experience integrating with similar systems should be provided in the relevant sections in Template T-5. Prospective Contractors **shall** include cost, if any, for these interfaces in Table 4 of Template C-1 – Official Bid Price Sheet.

The Contractor **shall** provide the following interfaces:

1. Industry Standard Encoder Software: Provide a solution that interfaces with an industry standard encoder software such as 3M.
2. **At minimum, one (1) outside laboratory vendor as designated by ASH.**

#### B. Other Interfaces

The Prospective Contractor's proposal should explain, in Template T-5, any capabilities of the proposed solution to interface with the following items. The Prospective Contractor **shall** include the estimated cost, if any, for these interfaces in Table 15 of Template C-1 – Official Bid Price Sheet:

1. Third party insurance verification
2. Medicaid eligibility determination systems

#### C. HIE Interfacing

HIE interfacing **shall** be required in a later phase of the project, not at time of initial deployment. Cost for this interface should NOT be included in Template C-1 – Official Bid Price Sheet. Cost for this interface will be negotiated at a future date. Additional information regarding this interface can be found in the Procurement Library.

### 2.7.4 Conversion of Existing Information

The State currently maintains its medical information on paper and its billing information in a legacy accounting system. The Contractor **shall** assist the State by leading the conversion of this information into the new solution as described below.

#### A. Conversion of Clinical Records

1. At time of Go-Live, the previous thirty (30) days of clinical records **must** be available in the system for use by ASH staff as if that information had been captured in the EHR system originally. The conversion from paper into the new system **shall** include, at a minimum:
  - a. Entries to the Patient Master Index- **The Contractor shall convert entries to the Patient Master Index from the State's current billing system, Essentia, for use in clinical records in the new EHR system.**
  - b. Current treatment plans
  - c. Current orders
2. Clinical Records older than thirty (30) days at the time of Go-Live **shall** be scanned into the System **on an as needed basis. For example, when a previous patient is readmitted to the hospital, historical clinical records for that patient will then be scanned into the System.** The System **must** be capable of storing scanned clinical records as part of a patient file. **Scanned clinical records must be in an OCR or similar searchable format to allow ASH staff the capability of searching scanned records.**

3. Contractor **shall** provide adequate training and technical support for State staff responsible for converting the previous thirty (30) days of Clinical Records from paper to the new System prior to Go-Live.

Prospective Contractors **shall** include cost for required conversion of electronic clinical records in Table 7 of Template C-1 – Official Bid Price Sheet.

#### B. Conversion of Billing Information

1. Approximately 100 GBs of historical billing and associated information is maintained in the State's current legacy system Essentia and its respective servers. The Contractor **shall**, at minimum, convert the most recent twelve (12) months of billing data and import it to the new system at time of Go Live. Charge Master data **and entries to the Patient Master Index must** be included in this conversion. **Billing data is comprised of twenty-five (25) files containing 1,516 unique data fields. A breakdown of required files and data fields has been included in a spreadsheet labeled "Billing Data" in the Procurement Library** Any patient record older than twelve (12) months with an outstanding balance, **must** show in the system as a balance forward. **A balance forward shall be defined as patient demographics and total remaining balance owed. Preparation of files for conversion shall be handled by the Contractor.** Prospective Contractors **shall** include cost for Billing Conversion in Table 7 of Template C-1 – Official Bid Price Sheet.

#### 2.7.5 Solution Implementation Plan and Testing

Prospective Contractor's should submit a plan for the design, configuration, testing, and delivery of the solution (the "Implementation Plan") in Template T-6. The Prospective Contractor's should utilize the shift plans and staffing patterns located in Section 2.7.2.C to help aid in the creation of this plan. ASH and the Contractor **shall** agree on a final Implementation Plan no later than thirty (30) calendar days after Contract Award. Prospective Contractors **shall** include implementation costs for the EHR and Billing System in Table 4 of Template C-1 – Official Bid Price Sheet. Prospective Contractors **shall** include implementation costs for the Incident Reporting System in Table 5 of Template C-1 – Official Bid Price Sheet. Implementation costs **shall** be all-inclusive and include all activities necessary to fully implement the system, which includes Go-Live.

The Implementation Plan **shall** adhere to the following requirements:

- A. The Implementation Plan **shall** include initial system configuration and creation of maintenance files required to support the System.
- B. The Implementation Plan **shall** include any requirements gathering or workflow mapping. Please note, most core workflows have been mapped and included in the Procurement Library.
- C. The Implementation Plan **shall** include proposed staffing to provide adequate onsite user support for both Clinical and Billing users during Implementation and for thirty (30) days after the system (or the last component of the system) goes live.
- D. The Implementation Plan should address all forms of system testing, which **shall** include at a minimum:
  1. Providing support to State resources for the development of test cases.
  2. The process by which the Contractor obtains State sign-off for each module or component of the solution upon the successful completion of each test.
  3. A plan to address and fix all severity level 1 and 2 deficiencies identified through testing **must** be submitted within fifteen (15) business days of its identification, this plan includes but is not limited to the development of a Corrective Action Plan (CAP) for each defect or deficiency. The CAP **shall** identify in detail the remedial action to be taken by the Contractor, along with the date(s) when each remedial action is to be implemented. Each CAP **shall** be subject to the review and approval by the Contract Monitor.
  4. All critical defects (Severity Level 1 & 2) **must** be resolved prior to Go Live.

5. A phase of State Acceptance Testing prior to "Go Live" whereby the State can confirm that the solution adheres to all Contractual requirements. In the event that the solution does not conform with Contract requirements, the State may:
  - a. Upon mutual agreement, perform additional acceptance tests until the system(s) have operated within the specifications as stated in the Contract for thirty (30) consecutive days;
  - b. Accept minor deviations from the specifications; or
  - c. Terminate the Contract in its entirety
6. During the implementation and testing phases, the Contractor **shall** provide written status reports at the end of each work week to the Contract Monitor in a format approved by ASH. The status reports **shall** include:
  - a. An executive summary of work performed during the past week
  - b. Work planned for the upcoming week
  - c. Issues that require management attention
  - d. Deliverable status
  - e. Defect matrices
  - f. Risks

#### 2.7.6 **Ongoing System Maintenance and Updates**

The Contractor **shall** provide on-going regular updates and maintenance to the solution. The Contractor **shall** provide all maintenance and updates to the solution in accordance with the requirements below. The Prospective Contractor's should address these topics in the applicable sections of Template T-5. All ongoing system maintenance and update costs **shall** be included in licensing fees included in Table 2, 3, 9, 10, and 11 of Template C-1 – Official Bid Price Sheet.

##### A. System Maintenance and Updates Requirements

1. The Contractor **shall** furnish to the State, 30 calendar days prior to go-live, Quality Assurance Guidelines for testing new updates, patches or upgrades to the software solution.
2. The Contractor's system **shall** be available 99.9% of the time each month, excluding scheduled down-times agreed to by the Contract Monitor.
3. The Contractor **shall** ensure that system changes or system upgrades are accompanied by a System Upgrade Plan which includes a timeline, milestones and adequate testing to be completed prior to implementation. The Contractor **shall** notify and provide such plans to the Contract Monitor upon request in the timeframe and manner specified by the Contract Monitor. All maintenance or updates to the solution that require scheduled down-time **shall** occur at scheduled times, with fourteen (14) calendar day written notice being provided to the Contract Monitor and **shall** only commence after the Contract Monitor's approval of the requested timeline in the System Upgrade Plan. Approval will not be unreasonably withheld from the Contractor.
4. The Contractor **shall** ensure that any solution updates or maintenance will not compromise or negatively impact or interrupt any configurations or customizations made by the Contractor to the solution.

#### 2.7.7 **Ongoing User Support**

All ongoing user support costs **shall** be included in licensing fees included in Table 2, 3, 9, 10, and 11 of Template C-1 – Official Bid Price Sheet.

- A. The Contractor **shall** provide on-going user support via telephone and email beginning at the time of Go Live and continuing for the life of the contract.
- B. The Contractor **shall**:
  - 1. Provide Emergency Support to designated State Personnel via telephone and Email (24) hours a day, seven (7) days a week. Emergency Support **shall** include, but not be limited to an event such as Complete System Failure.
  - 2. Provide Standard Support to designated State Personnel via telephone and email, at minimum, Monday-Friday, 8am-5pm CST, excluding State Holidays.
  - 3. Provide English speaking Telephone Support Staff.
  - 4. Provide resolution of High Priority Issues within four (4) hours.
  - 5. Provide resolution of Medium Priority Issues within twenty-four (24) hours.
  - 6. Provide resolution of Low Priority Issues within three (3) days.
- C. The Contractor and ASH **shall** mutually agree to the parameters for Emergency, High, Medium, and Low Priority Issues within thirty (30) days of Contract Award.

#### 2.7.8 **Communication and Issue Resolution Plan**

The Prospective Contractor's should submit a proposed Communication and Issue Resolution Plan in Template T-6. The State and Contractor **shall** mutually agree to the final Plan within thirty (30) days of Contract Award.

- A. The Contractor **shall** provide a Communication and Issue Resolution Plan that describes how the Contractor will work with ASH and other stakeholders to facilitate communication and coordination throughout the life of the contract. At a minimum, the Contractor **shall** include:
  - 1. Acknowledgement that the Contract Monitor **shall** maintain the right to review and approve any written communications or notice to ASH employees and/or users of the system.
  - 2. Proposal for how the Contractor will notify the Contract Monitor of all planned or scheduled written communications or notice to ASH employees and/or users of the system before such communications are issued.
  - 3. Proposal to initiate a recurring update meeting, including recommended attendees and the frequency of which these update meetings will take place. Meetings may be held on site, via conference call, or via the web.
  - 4. Proposal for periodic written updates that will serve to supplement the update meetings.
  - 5. Proposal for which Contractor team members will serve as key points of contact for, at a minimum, the following functions:
    - a. EHR System Technical Issues
    - b. Billing System Technical Issues
    - c. Contract Updates / Changes

The above-referenced key points of contact are individuals whom the Contract Monitor **shall** contact when an issue arises; they will not serve as substitutes for the daily, real-time technical support referenced in sections 2.7.6. and 2.7.7.

- B. The Contractor **shall** explain in the Communication and Issue Resolution Plan how the Contractor will identify, track, and resolve issues which may arise between the Contractor and ASH in the performance

of duties under the Contract. ASH **shall** have the right to approve the Communication and Issue Resolution Plan prior to implementation. The Contractor **shall** include, at minimum:

1. Any trouble-shooting tools and techniques that will diagnose issues with networks, services, equipment, software, and data.
2. The approach and metrics used to measure the success of its issue resolution.

#### 2.7.9 **Reporting Capabilities**

- A. The Contractor **shall** provide a solution with Reporting Writing Capabilities as described below. The Prospective Contractor's should provide the requested description in Template T-5.
- B. If the Prospective Contractor's proposed solution requires the use of a third party reporting tool such as Crystal Reports, the costs of any and all required licenses to operate the reporting tool with the system **must** be included in the licensing cost proposed in Table 2 and 10 on Template C-1 – Official Bid Price Sheet.
  1. The Contractor's solution **shall** have the ability for the State, with minimal or no assistance from the Contractor, to define and run ad hoc and routine reports, pulling information from either or both the EHR and billing components of the solution. This feature will be known as the "report-writer" feature.
  2. The Contractor **shall** provide a report-writer with the following features, at a minimum:
    - a. Be available to certain user types only, and with various data access restriction levels based on user type.
    - b. Produce reports generated in a format usable and changeable by the State, including Microsoft Excel and/or Access format.
    - c. Ability to print reports generated.
    - d. Ability to run reports in batches and at scheduled times.
- C. ASH currently produces certain reports today to remain compliant with State, Federal and Joint Commission Requirements. These required reports **shall** be available to ASH for use at time of Go-Live. These reports are listed below, and example reports (without information) are available in the Procurement Library. In Template T-5 the Prospective Contractor's should describe how these reports can be produced from existing templates, from a reports library, or created from the Report Writer feature. Known reports are:

Billing Reports	
1	Admissions Report
2	Admissions Discharge
3	Diagnosis Report
4	Demographic Report
5	ORYX Episode Age Report
6	Monthly Closeout
7	Service Charge Code Report
8	Time/Service Log Report (by groups)
9	Hospital Discharge Data Submittal Guide
10	Monthly DBHS Report
11	Diagnosis Medical Records Report
12	ASH Admissions Census Report
13	Billing Reminder Letter
14	Insurance Denials
15	Unconfirmed Services for Groups

Medical Records Reports		
	Report	Description
1	Delinquency and Incomplete Record Report	Identifies Joint Commission required physician authored and authenticated
2	Physician Report	Identifies individual physician compliance with the Delinquency and Incomplete Record Report
3	Census Reports	Identifies patient population by unit, bed assignment, age, sex, payer source, attending physician, and medical record number
4	Audit Reports	Industry standard audit report
5	Tracking Staff Access to Medical Records	Time and date stamp, log of staff, medical record locking access

Quality Reporting – Based on Joint Commission Standards	
1	Life Safety Standards
2	Human Resources Standards
3	Environment of Care Standards
4	Performance Standards
5	Medication Standards
6	Risk Assessments
7	Safety Standards

Miscellaneous Reports	
1	Original/Current Attending/Admitting Physician(s)
2	Current Unit Census (w/SSN)
3	Census by Staff
4	Current Unit Census (by SSN and Legal Status)

- D. Hospital Quarterly Discharge Report- The Hospital Quarterly Discharge Report is submitted to the Arkansas Department of Health via a secured website at the end of each calendar quarter. The file is submitted in Microsoft Word file format. At minimum, the System **must** be capable of generating and exporting the Hospital Quarterly Discharge report in the required file format for upload to the Arkansas Department of Health secure website.

#### 2.7.10 Privacy and Security

The Prospective Contractor's should describe, in Template T-5, their experience and plan to comply with all applicable State and Federal privacy and security requirements, including but not limited to the specific additional requirements listed below. The Prospective Contractor's should submit an Information Security Plan in Template T-6.

##### A. Privacy and Security Requirements

1. The Contractor **shall**:
  - a. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State laws, regulations, rules, and policies regarding the privacy and security of information.
  - b. Provide for physical and electronic security of all Protected Health Information generated or acquired by the Contractor in implementation of the Contract, in compliance with HIPAA, and consistent with the Business Associate Agreement executed between the parties (see Attachment B).

- c. Within thirty (30) days after Contract Award, provide an Information Security Plan for review and approval by the Contract Monitor. Upon approval, the Contractor **shall** maintain the plan for the entire Contract term.
  - d. Make any changes to the information security plan requested by the Contract Monitor and resubmit the plan to the Contract Monitor within five (5) Business Days of the request.
- B. On-site security requirement(s):
  - 1. The Contractor **shall**:
    - a. Provide and complete all necessary paperwork for security access to sign on at the State's site, if requested for any Contractor or Subcontractor employees providing services on site at any State facility.
    - b. If requested, conduct and provide to the State and DHS Federal criminal background checks, including fingerprinting, for each individual performing services on site at a State facility.
      - i. These checks may be performed by a public or private entity, and if required **shall** be provided by the Contractor to DHS prior to the employee's providing on-site services.
  - 2. DHS **shall** have the right to refuse to allow any individual employee to work on State premises, based upon information provided in a background check. At all times, at any facility, the Contractor's personnel **shall** ensure cooperation with State site requirements.
    - a. Per the discretion of DHS, the Contractor or Subcontractor employees or agents who enter the premises of a facility under DHS or State jurisdiction **shall** be searched, fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by DHS.
  - 3. The Contractor, its employees and agents, and Subcontractor employees and agents, **shall not** violate Department of Human Services Policy 1002 (a copy of which is enclosed in the Procurement Library), or other State security regulations or policies about which they may be informed from time to time.
  - 4. The failure of any of the Contractor's or Subcontractor's employees or agents to comply with any security provision of the Contract **shall** be sufficient grounds for the Department to terminate for default.
- E. The Contractor **shall** report all security breaches to the Contract Monitor in writing and by telephone within one business hour of discovery.

#### 2.7.11 **Training and Organizational Change Management**

The Contractor **shall** train ASH staff in accordance with the direction in this section. Prospective Contractor's should submit a Training Plan in Template T-6 and provide the requested narrative descriptions of its training approach in Template T-5. The Contractor and ASH **shall** mutually agree to the Training Plan within thirty (30) days of Contract Award. Prospective Contractors shall include costs for training activities as required in the RFP in Table 6 of Template C-1 – Official Bid Price Sheet.

- A. The Contractor **shall** provide all training prior to the "go-live" of the solution or any of its components. Contractor **shall** provide training sufficiently in advance of "go-live" such that all staff required to be trained have had a sufficient amount of exposure to the system to capably use the system.
- B. The Contractor **shall** provide electronic training sessions (i.e., webinars) that are of demonstrably the same content, material, and breadth of the live, in-person training sessions and be made available online in electronic form for on-demand use by ASH employees and users of the system. The Contractor **shall** ensure that these electronic training sessions are available no later than the date that all in-person trainings are completed.

- C. The Contractor **shall** develop appropriate trainings for each user type. The Contractor **shall** address, at a minimum, the following learning objectives in its curriculum development and subsequent training materials:
1. Medical record data entry and modification processes by clinical user type
  2. Patient billing and accounts receivable record entry process
  3. How to scan historical paper records into the System
  4. Record Retrieval
  5. How to Read a Record / Locate Information
  6. How to Access Technical Support including by phone and electronically
  7. Troubleshooting Common Problems
  8. How to work the Report Writer feature
  9. Lab Transactions
  10. Bed Management
  11. System Configuration and Maintenance
- D. Contractor **shall** develop curriculum and take-away materials for each user type. The Contractor **shall** include printed and electronic reference materials which the State resources **shall** be able to continue to access after training is concluded. Contractor **shall** provide, at a minimum, the following materials:
1. User Manual
  2. Frequently Asked Questions (FAQ) list
  3. Helpline phone numbers and how to submit an electronic help request
  4. Website URLs or location information for all other online and printed resources
- E. The Contractor **shall** directly train approximately twenty-four (24) State staff members who will, in turn, serve as trainers for the State staff not directly trained by the Contractor (a “train the trainer” program). Contractor **shall** provide in-person training at ASH facilities. The selection of the individuals to be trained as trainers will be at the State’s sole discretion.
1. Contractor **shall** develop curriculum for the in-person train the trainer sessions and specifically for each user type. The Contractor **shall** specifically tailor the curriculum to training trainers.
  2. The Contractor **shall** include the following in the curriculum: 1) curriculum used by the Contractor to train the trainers and 2) the curriculum the trainers will use to train State staff at a later date.
  3. Contractor **shall** include printed and electronic reference materials which the State resources may continue to access after training is concluded. Contractor **shall** provide, at a minimum:
    - a. Trainer Manual (with added materials specifically geared towards trainers)
    - b. Frequently Asked Questions (FAQ) (with added materials specifically geared towards trainers)
    - c. Helpline phone numbers and how to submit an electronic help request
    - d. Website URLs or location information for all other online and printed resources



4. Contractor **shall** be present at initial onsite training sessions to offer assistance as needed to the newly trained State Trainers as they provide training to the approximately 300 additional ASH and other State staff members prior to Go Live.
- F. In the event that the Contractor makes any material alterations to the solution, the Contractor **shall** be required to update the training materials accordingly and may be required to perform a mutually agreeable amount of classroom training at ASH facilities. The State and the Contractor **shall** mutually agree on what constitutes a “material alteration.” If such training requires an additional cost to the State, it **must** be at the “additional training” cost provided in Table 14 of Template C-1 – Official Bid Price Sheet.
- G. Organizational Change Management  
Transitioning to an EHR system will constitute a significant cultural and behavioral shift for many of the workforce at ASH. Accordingly, there will be a human dimension to implementation to ensure enterprise-wide buy-in. Prospective Contractor's should, in their proposal and response to Template T-5, explain how it will support this **Organizational Change Management** effort and empower ASH to motivate its employees to embrace the solution.
- H. **Organizational Change Management Plan (Cost Not Evaluated)**  
As part of their response to Template T-6, Prospective Contractors should also include a full Organizational Change Management Plan. Cost for this section **shall** not be considered in the award of cost points, however, pricing **shall** be included in Table 12 of Template C-1 Official Bid Price Sheet. The State may, at its sole discretion, negotiate the inclusion of the Organizational Change Management Plan into the resulting Contract with the apparent Successful Contractor.

#### **2.7.12 Ownership of Data, and Disaster Recovery and Business Continuity**

- A. The State **shall** retain sole ownership, right, title and interest to all data stored in the Contractor - hosted solution. At the end of the contract the Contractor **shall** transfer 100% of State-owned data back to the State or to another Contractor at the request of the State. At the end of the contract and after confirmed transfer of 100% of State-owned data back to the State or their designee, the Contractor **shall** destroy all copies of the State-owned data the Contractor possesses.
- B. Disaster Recovery and Business Continuity are important to the State. Prospective Contractor's should include, in Template T-6, a copy of their proposed Disaster Recovery and Business Continuity Plans (or a consolidated plan addressing both subjects). Sixty (60) calendar days before go-live, the Contractor **shall** provide to the Contract Monitor a final plan(s) for his or her review and approval. The proposed plans **must** adhere to the following requirements:
  1. The Contractor **shall** include backup and recovery procedures which will allow recovery of the system and all data (including but not limited to assessment, screening data, and referrals) up to the moment of the disaster and successfully resume data collection within twenty-four (24) hours of any disaster.
  2. The Contractor **shall** include the following in the Plan(s):
    - a. Plan Objectives
    - b. What situations and conditions are covered by the Plan
    - c. Technical considerations
    - d. System fail over plans
    - e. Roles and responsibilities of Contractor staff
    - f. How and when to notify the Contract Monitor
    - g. Recovery procedures
    - h. Procedures for deactivating the Disaster Recovery Plan

- i. End of Contract Transition Plan demonstrating how the Contractor will transfer 100% of State-owned data back to the State or a subsequent Contractor.
3. The State requires that the solution frequently and automatically back up its data. All backup servers and backup data associated with the Arkansas instance of the Contractor -hosted solution **shall** reside in the continental United States. The Contractor **shall** include data-back up provisions adhering to the following requirements and principles in their proposed Disaster Recovery and Business Continuity Plan:
  - a. The System **shall** backup and completely restore key system data files. Backup media should be common media readable by readily available hardware.
  - b. If access to backed-up information depends on Contractor -owned hardware that is scheduled for discontinuation or prolonged downtimes, or if for any other reason the Contractor believes that its hardware or software may inhibit the State's access to backed up information at any point in time, the Contractor **must** notify the Contract Monitor in writing immediately and present a remedy to the Contract Monitor that the Contractor and Contract Monitor **shall** mutually agree upon.
  - c. The Contractor **shall** maintain a data backup schedule in accordance with the following requirements:
    - i. A weekly cycle providing a full backup of system information that reflects all project components, configurations, and data at the completion of that week's cycle, run on Sundays
    - ii. A daily backup reflecting that day's processed information, Monday through Sunday
    - iii. The Contractor **shall** furnish, to the Contract Monitor, a daily report delineating the completion of that day's backup, the status, and catalog of items backed up. Such report **shall** be electronic.

#### **2.7.13 Staffing and Key Personnel**

The Prospective Contractor's should provide a sample proposed Staffing Plan in Template T-3. The Prospective Contractor's should also provide sample proposed staffing candidates and their experience in Template T-3. It is preferable that the Prospective Contractor's provide the actual Staffing Plan and staffing candidates that would be proposed if Prospective Contractor is selected for Contract Award. Proposed Staffing Plan and Candidates submitted upon Contract Award **must** be substantially similar to the sample plan submitted in Template T-3. Both the Sample and Final Proposed Staffing Plans **must** meet all requirements set forth in this section of the RFP. The staffing plan **shall** be finalized with the mutual agreement of the State within thirty (30) days of Contract Award.

The proposed Staffing Plan **must** adhere to the following requirements:

- A. The Contractor **shall** include, in the Staffing Plan, an individual who is the primary person and point of contact for the implementation phase of the solution. This person **shall**:
  1. Have three (3) years of experience working the development and implementation of an EHR project of similar size and scope to the project described in this RFP and three (3) years of implementation experience in multi-resource, multi-personnel, and multi-disciplinary project that involves software and hardware. These experience requirements may overlap.
  2. Serve as the primary point of contact for the Contractor;
  3. Manage and coordinate with ASH-designated implementation staff in accordance with the requirements of this RFP;
  4. Obtain approval from the Contract Monitor for required deliverables;

5. Oversee all Contractor project activities including project planning, organization, controlling, tracking, reporting, risk identification, risk management, and financial management;
  6. Monitor and coordinate all project resources;
  7. Attend all status meetings;
  8. Collect project information and metrics necessary to provide reports to the Contract Monitor;
  9. Provide the Contract Monitor with weekly and monthly project status and financial reports;
  10. Assist in resolving and communicating questions and issues to the Contract Monitor or their designee;
  11. Assist with scheduling, coordinating, and overall communication with internal and external entities;
  12. Coordinate the research of issues and questions related to implementation activities.
- B. The Contractor **shall** include, in the Staffing Plan, individuals with sufficient technical expertise and experience to accomplish the Implementation Plan. This technical team **shall**:
1. Determine operational feasibility through analysis, problem definition, and evaluating requirements, solution development, and proposed systems;
  2. Prepare solutions by determining and designing system specifications, standards, and programming;
  3. Understand and have execution skills in an Agile, Sprint-based environment;
  4. Implement the proposed system by studying information needs, conferring with users, investigating problem areas, following the software development lifecycle, and studying systems flow, data usage, and work processes.
- C. The Contractor **shall** include, in the Staffing Plan, an individual who will serve as the primary point of contact between the State and the Contractor after the Implementation Plan is complete and the solution is fully operational. This staff member will be called the "Account Manager."
- D. The State **shall** have the right to approve or reject proposed staff members prior to the finalization of the plan after Contract Award if the proposed candidates do not meet the minimum requirements set forth in the RFP.
- E. The Contractor **shall** identify, in the Staffing Plan, key personnel, including but not limited to the individual charged with managing Implementation, a key technical person, and the Account Manager.
- F. The Contractor **shall** include, in the Staffing Plan, a provision to address the vacancies of the Account Manager or other key personnel. In the event of the vacancy of a key person, the Contractor **shall** provide replacement candidates to the State for the State's review within fifteen (15) days of the Contractor learning of the vacancy. The State **shall** have the right to approve or reject proposed replacements if they do not meet the minimum requirements set forth in the RFP.
- G. The Contractor **shall** train all their staff members (including Subcontractors) performing services under any resultant Contract from this RFP. The training **must** include HIPAA privacy and security standards in accordance with any Federal guidance.
- H. The Contractor's Staffing Plan should include all proposed subcontractors (see Templates T-1, T-2, and T-3). In the event that the Contractor wishes to change a Subcontractor during the term of the Contract, the Contractor **shall**:

1. Notify the Contract Monitor the need to replace an existing Subcontractor as soon as the need arises. Replacement Subcontractors required to successfully complete the contract **must** be at no additional cost to the State.
2. If at any point after contract award the Contractor requires the use of an additional Subcontractor(s) not previously disclosed to the State, the Contractor **shall** notify the Contract Monitor as soon as the need arises. Additional Subcontractors required to successfully complete the contract **must** be at no additional cost to the State.
3. Any new Subcontractors **must** adhere to all requirements for Subcontractors found in this RFP and the Contract.

## 2.8 **NON EVALUATED OPTIONAL SECTIONS**

The material in this section **shall not** be scored and **shall not** factor into the cost or technical evaluation of the bidders. The State may, at its sole discretion, negotiate the inclusion of any or all of the work in this section into the resulting Contract with the apparent Successful Contractor.

### A. Cash Receipts System

Patients at ASH may maintain an account with ASH where ASH holds patient monies for use, by the patients, for certain purchases at the discretion of treating clinicians. ASH currently uses QuickBooks to maintain these account balances, track deposits, disbursements and, ultimately, refunds for discharged patients. ASH is interested in learning about whether the Prospective Contractor's proposed solution offers a module, feature, or functionality that could manage this "cash receipts" program. If available, Prospective Contractor's should profile this capability in Template T-5. Cost should be provided in Table 13 on Template C-1 – Official Bid Price Sheet.

### B. Conversion of Remaining Billing Data

Prospective Contractor's may include in their proposals a technical (Template T-5) and cost proposal (Template C-1) for the conversion of the remaining historical billing data (data older than 12 months) into the new system. If proposed, costs **shall** be included in Table 12 on Template C-1 – Official Bid Price Sheet.

### C. Migration of Billing Data to State Servers

The information maintained in Essentia and current Contractor hosted servers that is not converted into the new billing system will be migrated onto State servers. This information will be accessible through a graphical user interface. Prospective Contractor's may include in their proposals a technical (Template T-5) and cost proposal (Template C-1) for this billing system conversion work. If proposed, costs **shall** be included in Table 12 on Template C-1 – Official Bid Price Sheet.

## 2.9 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. The *Performance Standards* table below identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.

- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
<b>Submittal of Required Plans</b> The Contractor <b>shall</b> submit and finalize all required plans within the timeframe allowed for in the RFP. This includes but is not limited to: the Implementation Plan, Communication and Issue Resolution Plan, Information Security Plan, Training Plan, Disaster Recovery and Business Continuity Plan, and Staffing Plan.	Implementation Plan, Communication and Issue Resolution Plan, Information Security Plan, Training Plan, and Staffing Plan delivered no later than thirty (30) calendar days after contract award.  Disaster Recovery and Business Continuity Plan delivered no later than sixty (60) calendar days before Go-Live.	\$250 per day, per plan, for each day that plan is late.
<b>Testing and Correction of Deficiencies</b> The Contractor <b>shall</b> address and fix all deficiencies identified both during system testing as set forth in RFP Section 2.7.5 and ongoing for the life of the contract.	Corrective Action Plan (CAP) submitted within 15 business days, and deficiency corrected within allotted timeframe as stated in the approved CAP.	\$2500.00 per business day for each business day the CAP is late and/or \$2500.00 per calendar day for each calendar day the deficiency remains uncorrected past the date stated in the CAP.
<b>Solution Delivery</b> The Contractor <b>shall</b> deliver a fully-functioning EHR and Billing system per the requirements set forth in this RFP and the subsequent contract, by the go-live date mutually agreed upon during Contract negotiations.	Fully-functioning solution delivered by the go-live date mutually agreed upon during Contract negotiations.	1% of the implementation cost for each week that the System is late past the mutually agreed upon Go-Live date.
<b>Training</b> The Contractor <b>shall</b> complete all training activities as required in RFP Section 2.7.10.	All designated ASH staff will be trained by the date mutually agreed upon during contract negotiations.	\$100.00 per day for each day training activities are incomplete past the date agreed upon during contract negotiations.
<b>System Updates and Enhancements</b> The Contractor <b>shall</b> provide written notice to the Contract Monitor of any system update or maintenance that requires scheduled down-time.	Written notice delivered at least fourteen (14) calendar days prior to the planned downtime.	\$300.00 per day for every calendar day less than fourteen (14) days the Contractor does not provide written notice of planned downtime to the Contract Monitor.
<b>System Availability</b> The Contractor's system <b>shall</b> be available 99.9% of the time each month, excluding scheduled down-times agreed to by the Contract Monitor.	System available 99.9% of time for each calendar month excluding agreed upon, scheduled down-times.	\$1,000.00 for each month that the System does not meet the required availability.
<b>Security Breaches</b>	Notification to Contract Monitor within one	\$250 per business hour for every business hour the

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
The Contractor <b>shall</b> report all security breaches to the Contract Monitor in writing and by telephone as required in the RFP.	business hour of a security breach.	Contract Monitor is not notified of a security breach.
<b>On-going User Support</b>  The Contractor <b>shall</b> provide resolution of High Priority Issues within four (4) hours  The Contractor <b>shall</b> provide resolution of Medium Priority Issues within twenty-four (24) hours.  The Contractor <b>shall</b> provide resolution of Low Priority Issues within three (3) days.	High Priority Issues resolved within four (4) hours.  Medium Priority Issues resolved within twenty-four (24) hours.  Low Priority Issues resolved within three (3) days.	\$1,000.00 credit for each hour past four (4) hours a High Priority Issue was not resolved.  \$750.00 credit for each hour over twenty-four (24) hours a Medium Priority Issue was not resolved.  \$500.00 credit for each day over three (3) days a Low Priority Issue was not resolved.
<b>Required Interfaces</b>  Contractor <b>must</b> provide all required, fully functional interfaces by time of Go-Live.  Contractor <b>must</b> maintain all required, fully functional interfaces for the life of the contract.	Provide all fully functional, required interfaces by time of Go-Live.  Maintain fully functional required interfaces for the life of the contract.	\$1,000.00 per interface, per day for each day after Go-Live that each required interface is not functional.  \$500.00 per interface, per week for each week that the interface is not functional.
<b>Data Conversion</b> The Contractor <b>shall</b> convert all required data into the System by time of Go-Live.	All required data converted into the System at time of Go-Live.	\$1,000 for each day the data conversion is not complete after Go-Live.
<b>Disaster Recovery</b> In the event of a disaster, data collection <b>must</b> resume within twenty-four (24) hours per the requirements of the RFP.	Data collection resumes within twenty-four (24) hours of a disaster.	\$3500.00 per day for every day past the initial twenty-four (24) hour period.
<b>Conflict of Interest Mitigation</b> During the term of this contract, the Contractor <b>shall</b> comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor <b>shall</b> disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Contractor <b>shall</b> develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.	The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract	The Contractor will be fined <b>five thousand dollars (\$5,000)]</b> per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Contractor <b>shall</b> be fined <b>one hundred thousand dollars (\$100,000)]</b> for the first failure to comply with

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
		the mitigation plan developed by the Contractor and approved by DHS. Each subsequent violation of the mitigation plan <b>shall</b> be twice the amount of the immediately preceding violation fine.
<p><b>Transition Planning</b>  Ninety (90) days prior to the contract end date, the Contractor <b>shall</b> submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another contractor selected by DHS to provide the contracted services.</p> <p>The transition plan <b>shall</b> include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, <b>shall</b> be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Contractor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the Contractor file. Final payment may be withheld from the Contractor until the all elements of the transition are satisfied as determined by DHS.</p>

## **SECTION 3 – CRITERIA FOR SELECTION**

- **Do not provide responses to items in this section.**

### **3.1 TECHNICAL PROPOSAL SCORE**

- A. OSP will review each *Technical Proposal* to verify submission Requirements have been met. *Technical Proposals* that do not meet submission Requirements will be disqualified and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response included in the *Technical Proposal*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their **initial** individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her **initial individual** rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their **initial** individual **ratings** with the committee, the individual committee members will be given the opportunity to change their initial individual **ratings**, if they feel that is appropriate.
4. The **preliminary** final individual **ratings** of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the **preliminary** group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.



C. The *Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
<b>Prospective Contractor Experience</b>			
Corporate Background and Experience (T-2 Section 2)	5	2.86%	20
Financial Stability (T-2 Section 3)	5	5.71%	40
<b>Prospective Contractor Staffing and Experience</b>			
Key Personnel/Staff Experience/Resumes (T-3 Section 1, 2, and 3)	5	5.71%	40
Staff Retention (T-3 Section 4)	5	4.29%	30
<b>Requirements</b>			
Functional Requirements – Electronic Health Record (T-4: Tab 1 and T5 Section 2.1)	5	12.86%	90
Functional Requirements – Patient Accounting and Billing (T-4: Tab 2 and T5 Section 2.2)	5	7.14%	50
Minimum System Compliance (T-5 Section 1)	5	4.29%	30
Hardware Requirements (T-5 Section 3)	5	2.86%	20
User Management (T-5 Section 4)	5	2.86%	20
System Interfaces and Integration (T-5 Section 5)	5	7.14%	50
Conversion of Existing Information (T-5 Section 6)	5	5.71%	40
Ongoing System Maintenance, Updates, and Ongoing User Support (T-5 Section 7)	5	4.29%	30
Reporting (T-5 Section 8)	5	4.29%	30
Privacy and Security (T-5 Section 9)	5	2.86%	20
Training and Change Management (T-5 Section 10)	5	2.86%	20
Ownership of Data and, Disaster Recovery and Business Continuity (T-5 Section 11)	5	2.86%	20
<b>Plans</b>			
Implementation Plan (T-6 Section 1)	5	4.29%	30
Communications and Issue Resolution Plan (T-6 Section 2)	5	4.29%	30
Information Security Plan (T-6 Section 3)	5	2.86%	20
Training Plan (T-6 Section 4)	5	5.71%	40
Disaster Recovery and Business Continuity Plan (T-6 Section 5)	5	4.29%	30
<b>Technical Score Total</b>	<b>105</b>	<b>100.0%</b>	<b>700</b>

\*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for sub-section in evaluation  
 B = Maximum Raw Points possible for sub-section  
 C = Maximum Weighted Score possible for sub-section  
 D = Weighted Score received for sub-section

E. The proposal's weighted scores for sub-sections will be added to determine the Total **Preliminary** Technical Score for the Proposal.

F. Technical Proposals that do not receive a minimum **preliminary technical** weighted score/subtotal of 350 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

### 3.2 **DEMONSTRATION SCORE**

A. The Prospective Contractors with 350 or more **preliminary** technical proposal points after the completion of the technical proposal evaluation will be contacted to schedule a demonstration.

B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.

C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their **preliminary final** individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.

D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

### 3.3 **COST SCORE**

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest three (3) year grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost  
 B = Second (third, fourth, etc.) Lowest Total Cost  
 C = Maximum Points for Lowest Total Cost  
 D = Total Cost Points Received

C. At minimum, twenty (20) cost points **shall** be deducted from any Prospective Contractor who submits a cost proposal for more than the stated budget of this RFP. An additional twenty (20) points **shall** be deducted for every \$500,000.00 the proposal exceeds the stated budget. The Prospective Contractor's **shall not** be penalized by more points than which they were entitled to based on the formula in section 3.3.B.

### 3.4 **GRAND TOTAL SCORE**

The **Final Post-Demonstration** Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

**3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

## **SECTION 4 – GENERAL CONTRACTUAL ITEMS**

- **Do not provide responses to items in this section.**

### **4.1 PAYMENT AND INVOICE PROVISIONS**

- A. Forward invoices to:
- Arkansas State Hospital  
C/O: Gary Hollis  
P.O. Box 2485  
Little Rock, AR 72203
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

### **4.2 GENERAL INFORMATION**

- A. The State will not:
1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
  2. Contract with another party to indemnify and defend that party for any liability and damages.
  3. Pay damages, legal expenses or other costs and expenses of any other party.
  4. Continue a contract once any equipment has been repossessed.
  5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
  6. Enter a contract which grants to another party any remedies other than the following:
    - a. The right to possession.
    - b. The right to accrued payments.
    - c. The right to expenses of deinstallation.
    - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.

- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss, or damage of the equipment or software while the State has such risk, when:
  - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
  - The contract has required the State to carry insurance for such risk.

#### **4.3 CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
- C. The Contractor agrees to the DHS Terms and Conditions as presented in Attachment A, and the Business Associate Agreement as presented in Attachment B.

#### **4.4 STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

#### **4.5 RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

#### **4.6 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.

- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

#### 4.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

#### 4.8 **CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

#### 4.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

#### 4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

## **SECTION 5 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.



**27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.