



**STATE OF ARKANSAS**  
**OFFICE OF STATE PROCUREMENT**  
1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

**REQUEST FOR QUALIFICATION**  
**BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	SP-20-0005	Solicitation Issued:	10/01/2019
Description:	SHIIP and MIPPA Medicare Beneficiaries Assessment Services		
Agency:	Arkansas Insurance Department (AID) – Senior Health Insurance Information Program (SHIIP) Division		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	October 30, 2019	Response Opening Time:	9:00 a.m., Central Time
Deliver response for this Request for Qualification to the Arkansas Insurance Department (AID)/SHIIP Division Attention Lesia Carter. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit responses at the designated location on or before the response opening date and time. Responses received after the designated 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 AID.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Insurance Department Senior Health Insurance Information Program Attn: Lesia Carter 1 Commerce Way Little Rock, AR 72202  Delivery providers, USPS, UPS, and FedEx deliver mail to AID/SHIIP's street address on a schedule determined by each individual provider. These providers will deliver to AID/SHIIP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Response's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of response opening</li><li>• Prospective Contractor's name and return address</li></ul>

ARKANSAS INSURANCE CONTACT INFORMATION			
AID/SHIIP Buyer:	Lesia Carter	Buyer's Direct Phone Number:	501-684.3146
Email Address:	<a href="mailto:lesia.carter@arkansas.gov">lesia.carter@arkansas.gov</a>	AID Main Number:	501-371-2600
AID Website:	<a href="https://insurance.arkansas.gov/pages/consumer-services/senior-health/">https://insurance.arkansas.gov/pages/consumer-services/senior-health/</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 Arkansas Insurance Department (AID) – Senior Health Insurance Information Program (SHIIP) Division issues this Request for Qualifications (RFQ) to develop a Qualified Vendors List (QVL) of prequalified Contractors to provide Medicare Beneficiary Assessment Services. The QVL resulting from this solicitation will replace AID's current SHIIP and MIPPA Medicare Beneficiary Assessment Services QVL and contracts. Contractors may be added to the QVL as qualified Contractors are approved. Being listed on the resulting QVL is not a guarantee to the Contractors that they will be contacted to provide the requested services.

Qualified Contractors will identify, educate and assist Medicare Beneficiaries ("clients") in Arkansas that are eligible for subsidy programs. AID seeks to identify qualified Contractors to provide services under the following programs:

- The Medicare Improvement for Patients and Providers Act (MIPPA): This program is funded by the MIPPA grant to help older adults, individuals with disabilities, and their caregivers apply for special assistance through Medicare. MIPPA provides valuable support at the state and community levels for organizations involved in reaching and providing assistance to people who may be eligible for Extra Help/Low-Income Subsidy program (LIS), Medicare Savings Program (MSP), and the Medicare Part D Prescription Drug Program. This initiative includes special efforts to target rural areas and Native American elders.
- Senior Health Insurance Information Program (SHIIP): This program is funded by the State Health Insurance Assistance Program (SHIP) grant to provide Medicare beneficiaries with unbiased information, counseling, and enrollment assistance. SHIIP's mission is to strengthen the capability of grantees to support a community-based, grassroots network of local SHIIP offices that assist beneficiaries with their Medicare-related questions. SHIIP presents and distributes information to groups and individuals to inform them of Medicare benefits, coverage rules, written notices and forms, appeal rights and procedures, and more. They also provide free, in-depth, one-on-one insurance counseling and assistance to Medicare beneficiaries, their families, friends, and caregivers. SHIIP assists people in obtaining coverage through options that include the Original Medicare program, Medicare Advantage (Part C) Plans, Medicare Prescription Drug (Part D) Plans, and programs designed to help people with limited incomes pay for their health care, such as Medicaid, the Medicare Savings Program, and the Extra Help/Low-Income Subsidy program. They can help people compare Medicare Supplemental (Medigap) insurance policies and explain how these and other supplemental insurance options (e.g., insurance plans for retirees) work with Medicare. SHIIP also provide information on long-term care insurance and, when needed, refer beneficiaries to agencies such as the Social Security Administration and local Medicaid offices for additional assistance. Many SHIIP counselors are volunteers who are trained and certified to help navigate systems for older adults and some people with disabilities. SHIIP Contractors will be categorized by the anticipated number of Beneficiary Client Contact (BCC) forms processed annually.
  - o SHIIP: greater than 721 BCC forms processed annually

### 1.2 **TYPE OF CONTRACT**

- A. As a result of this RFQ, AID SHIIP Division intends to award contracts to multiple qualified Contractors.
- B. The anticipated starting date for any resulting contract is January 1, 2020 except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and agency, the contract may be renewed by AID for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 1.3 **ISSUING AGENCY**

AID-SHIIP Division, as the issuing office, is the sole point of contact throughout this solicitation process.

**1.4 RESPONSE OPENING LOCATION**

Responses will be opened at the following location:

Arkansas Insurance Department  
Senior Health Insurance Information Program (SHIIP)  
1 Commerce Way, Suite 502  
Little Rock, AR 72202

**1.5 ACCEPTANCE OF REQUIREMENTS**

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

**1.6 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 response to this solicitation. Prospective Contractors may include 501(c)3 nonprofits, faith-based organizations, or local, city, or township government organizations. Prospective Contractors **must** have an employer identification number (EIN). number.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- G. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a 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. "Medicare" is a Federal health insurance program for Americans aged 65 or older and certain younger people with disabilities. (*Refer to RFQ Section 2.3(C)*)
- K. "BCC" Beneficiary Client Contact is the person to whom is receiving assistance from Agency Counselors to assist the Medicare beneficiaries in making decisions on their Medicare needs.
- L. "GOE" Group Outreach and Education is an area where counselor's setup outreach stations to assist Medicare beneficiaries.
- M. "LIS" Low-Income Subsidy Program (also called "Extra Help") is available under the Medicare Part D prescription drug program. It includes information on how one becomes eligible for the Low-Income Subsidy as well as useful outreach material.

- N. "MIPPA" Medicare Improvement for Patients and Providers Act of 2008 provides targeted funding for State Health Insurance Assistance Programs (SHIPs), Area Agencies on Aging (AAAs), and Aging and Disability Resource Centers (ADRCs) to conduct outreach and enrollment of low-income Medicare beneficiaries into the Part D Low Income Subsidy (LIS/Extra Help) and the Medicare Savings Programs (MSPs), and to promote utilization of Medicare's preventive services.
- O. "MOE" Media Outreach and Education is an area where information is setup and available for Medicare beneficiaries.
- P. "MSP" Medicare Savings Program offers savings or may assist in paying for Medicare premiums.
- Q. "SHIP" State Health Insurance Assistance Program receives money from the Federal government to provide free local health insurance counseling to people with Medicare.
- R. "SHIIP" Senior Health Insurance Information Program, a division of the Arkansas Insurance Department, assists Medicare beneficiaries in the State of Arkansas.
- S. "STARS" SHIP Tracking and Referral System cloud-based software platform, which offers a modernized user experience for SHIPs as they work to provide Medicare beneficiaries with information, counseling, and enrollment assistance.
- T. Centers for Medicare and Medicaid Service (CMS) administers the nation's major health care programs.
- U. Acronyms used throughout the solicitation:

<b>Acronym</b>	<b>Description</b>
AAA	Area Agencies on Aging
ADRC	Aging and Disability Resource Centers
AID	Arkansas Insurance Department
ALS	Amyotrophic Lateral Sclerosis
BCC	Beneficiary Client Contact
CMS	Centers for Medicare and Medicaid Service
ESRD	End-Stage Renal Disease
GOE	Group Outreach and Education
HIPAA	Health Insurance Portability and Accountability Act
LIS	Low-Income Subsidy
MIPPA	Medicare Improvement for Patients and Providers Act
MOE	Media Outreach and Education
MSP	Medicare Savings Programs
QVL	Qualified Vendors List
SHIIP	Senior Health Insurance Information Program
SHIP	State Health Insurance Assistance Program
STARS	SHIP Tracking and Referral System

**1.7 RESPONSE DOCUMENTS**

A. Original Response Packet

1. The following items are Response Submission Requirements and **must** be submitted in the original *Response Packet*.
  - a. Original signed *Response Signature Page*.
  - b. One (1) original copy of the response to the Information for Evaluation section included in the *Response Packet*. Response **must** be in the English language.
2. The following items should be submitted in the original *Response Packet*.
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)

- b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Pricing is not requested for this solicitation and **must not** be submitted with the response. (See *Pricing*.)
- C. Additional Copies and Redacted Copy of the Response Packet

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
  - a. One (1) complete hard copies (marked "COPY") of the *Response Packet*.
  - b. One (1) electronic copies of the *Response Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
  - c. All additional hard copies and electronic copies **must** be identical to the original copy. In case of a discrepancy, the original copy governs.
  - d. If AID/SHIIP requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted (marked "REDACTED") copy the original *Response Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

## 1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their response.
- B. The original *Response Packet* and all copies should be arranged in the following order.
- *Response Signature Page*.
  - *Proposed Subcontractors Form*.
  - Signed Addenda, if applicable.
  - E.O. 98-04 – *Contract Grant and Disclosure Form*.
  - *Equal Opportunity Policy*.
  - Response to the *Information for Evaluation* section of the *Response Packet*.

## 1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email to SHIIP buyer as shown on page one (1) of this *Bid Solicitation*.
1. Prospective Contractors' written questions will be consolidated and responded to by State. The State consolidated written responses will be posted on the AID/SHIIP website by the close of business of the following week. 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 AID/SHIIP buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. 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 response.
- C. Prospective Contractors may contact the AID/SHIIP buyer with non-substantive questions at any time prior to the response opening.

- D. An oral statement by AID 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 AID.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

#### 1.10 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Response Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFQ, and that any exception that conflicts with a Requirement or Response Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be rejected.

#### 1.11 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign, and submit the *Proposed Subcontractors Form* included in the *Response Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Response Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

#### 1.12 **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.

#### 1.13 **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 *Response Packet*. 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 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.

#### 1.14 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the AID/SHIIP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation become part of the resultant contract.
- D. 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.
- E. As requested, provide clarification regarding Prospective Contractor's response to AID/SHIIP.
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- G. Prospective Contractors may submit multiple responses.

#### 1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by AID/SHIIP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the response opening may extend the response opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the AID/SHIIP website, <https://insurance.arkansas.gov/pages/consumer-services/senior-health/>, for any and all addenda up to response opening.

#### 1.16 **QUALIFICATION PROCESS**

- A. Qualified Vendor Selection  
AID may move forward to issuance of a QVL with any Prospective Contractors who meets *RFQ Section 2.2 Minimum Qualifications*.
- B. Negotiations
  1. If the State so chooses, negotiations may be conducted to further define contractual details. 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 QVL

1. Once the anticipated successful Contractors have been determined, the anticipated award of the QVL will be posted on the AID/SHIIP website at <https://insurance.arkansas.gov/pages/consumer-services/senior-health/>.
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 QVL will not be issued prior to the end of the fourteen-day posting period.
3. AID/SHIIP 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 AID/SHIIP website for the posting of an anticipated QVL award.

D. Issuance of a QVL

1. Any contract resulting from this QVL **shall** be subject to State approval processes which may include Legislative review.
2. AID will be responsible for award and administration of any resulting QVL.

**1.17 QVL ADMINISTRATION**

- A. AID will administer the resulting QVL. Contractors may be added to the QVL as qualified Contractors are approved.
- B. AID will send a renewal notification to each Contractor listed on the QVL. AID will send the renewal notification using the email address submitted with the Contractor's *Response Packet* or use an updated email as provided by the Contractor during the term(s) of the QVL.
- C. The renewal notification will contain information and/or documentation, which the Contractor **shall** provide by the deadline specified in the renewal notice and may include, but is not limited to include, various updated Response Submission Requirement documents (see *Response Documents*).
- D. Should the Contractor fail to provide the required information and/or documentation on or before the deadline stated in the renewal notice, the Contractor will not be included on the renewed QVL. Once removed from the QVL, Contractor will only be allowed to re-submit the Response Packet.
- E. Contractor(s) may be removed from the QVL by AID.
- F. Throughout the term(s) of the resulting QVL, the Contractor(s) **shall** provide AID with immediate, written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

**1.18 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 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
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

#### 1.20 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, AID must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a QVL award.
- B. *EO Policies* should be included in the solicitation response.
- C. 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.

#### 1.21 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with AID/SHIIP 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.

#### 1.22 **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 Response 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.

#### 1.23 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically AID/SHIIP 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". Responses submitted by Prospective Contractors determined to be non-responsible will be rejected.

#### 1.24 **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.

#### 1.25 **PUBLICITY**

- A. Do not discuss the solicitation nor your 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 response to be rejected.

#### 1.26 **RESERVATION**

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



## **SECTION 2 – REQUIREMENTS**

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

### **2.1 INTRODUCTION**

Qualified Contractors will provide Medicare Beneficiary Assessment Services; identifying, educating and assisting Medicare Beneficiaries (“clients”) in Arkansas who are eligible for subsidy programs. Arkansas Insurance Department (AID) – State Health Insurance Assistance Program (SHIP) Office seeks to identify qualified Contractors to provide services under the following programs: MIPPA, and SHIP.

### **2.2 MINIMUM QUALIFICATIONS**

- A. Prospective Contractors **shall not** be health insurance issuers, subsidiaries of a health insurance issuer, or professional associations that include members of or lobbies on behalf of the insurance industry.
- B. Prospective Contractors **shall not** be licensed agents or brokers or work on behalf of the insurance industry.
- C. Prospective Contractors **shall not** presently be a recipient of federal grant funds from another Arkansas State Agency (i.e. Arkansas Department of Human Services) for providing services similar to those described in this RFQ (i.e. Medicare assessment services).

### **2.3 TARGET POPULATION**

- A. Prospective Contractors **shall** identify all Arkansas counties they propose to serve. (Refer to *Attachment 1: Arkansas Counties.*)
- B. Contractors **shall** use zip code data to identify highest concentrations for likely eligible clients.
- C. Medicare Beneficiaries “clients” are eligible to receive Medicare under any of the following conditions:
  1. The client is age 65 or older;
  2. The client has been determined to be disabled by the Social Security Administration and has drawn Social Security Disability Income for at minimum twenty-four (24) months;
  3. The client has been diagnosed with End-Stage Renal Disease (ESRD); or
  4. The client has been diagnosed with Lou Gehrig’s disease or Amyotrophic Lateral Sclerosis (ALS).
- D. Centers for Medicare and Medicaid Service (CMS) details additional subcategories of target populations including the following criteria:
  1. Populations with limited-income;
  2. Populations with limited English proficiency;
  3. Populations with illiterate or with limited literacy proficiency;
  4. Populations living in rural areas;
  5. Populations with disabilities; and
  6. Populations with dual eligible for Medicare and Medicaid.

### **2.4 GENERAL REQUIREMENTS**

- A. SHIP Contractors **shall** identify, educate and assist Medicare Beneficiaries (“clients”) in Arkansas by providing the Medicare Beneficiary Assessment Services described below:
  1. Explain basic insurance concepts and terminology;
  2. Determine eligibility for Medicare benefits;

3. Describe the differences between Parts A, B, C and D (*Refer to Attachment 2: What is Medicare*);
  4. Describe Medicare health and prescription drug benefits and exclusions eligibility;
  5. Explain the costs related to Medicare;
  6. Explain Medicare enrollment and disenrollment processes; and
  7. Explain enrollment and disenrollment premium penalties that are applicable to a client's situation.
- B. MIPPA Contractors **shall** provide the following services to assist clients with limited income and resources in paying costs of Medicare:
1. Explain MSP eligibility and enrollment;
  2. Explain LIS/Extra Help eligibility and enrollment;
  3. Explain how the MSP and LIS programs work with Medicare;
  4. Explain who processes the MSP and LIS program applications; and
  5. Provide assistance with client's application for the MSP and LIS programs.
- C. Contractors **shall** increase awareness of Medicare health and wellness benefits including preventive services and the Annual Wellness Visit.
- D. Contractors **shall** use appropriate online resources to assist clients, including but not limited to:
1. [www.medicare.gov](http://www.medicare.gov) to compare plans and find information;
  2. <https://www.access.arkansas.gov> to apply for Medicare Savings Programs online;
  3. [https://insurance.arkansas.gov/uploads/pages/2019\\_save-money-shiip2.pdf](https://insurance.arkansas.gov/uploads/pages/2019_save-money-shiip2.pdf) to assess if a client's income and asset levels are within allowable range for Extra Help; and
  4. [www.ssa.gov](http://www.ssa.gov) to apply for LIS Extra Help and Medicare Parts A & B.
- E. SHIP Tracking and Referral System (STARS)
1. For MIPPA, Contractors **shall** submit Beneficiary Client Contact (BCC) forms online at [STARS.acl.gov](http://STARS.acl.gov). (*Refer to Attachment 3: Beneficiary Contact Form.*)
    - a. Data entry of BCC forms **must** be completed by the 15<sup>th</sup> of each month for the prior month's service.
    - b. Contractors **shall** report BCC data for each Certified MIPPA Counselor providing service as well as those providing support services (i.e. setting up appointments, referrals, etc.).
  2. For SHIIP Contractors **shall** submit Beneficiary Client Contact (BCC), Group Outreach and Education (GOE) and Media Outreach and Education (MOE) forms online at [STARS.acl.gov](http://STARS.acl.gov).
    - a. Data entry of BCC, GOE, and MOE **must** be completed by the 15<sup>th</sup> of each month for the prior month's service.
    - b. Contractors **shall** report BCC, GOE and MOE data for each Certified SHIIP Counselor providing service as well as those providing support services (i.e. setting up appointments, referrals, etc.).
- F. Contractors **shall** accept and respond to inquiry referrals and transferred calls from AID-SHIIP Division's toll-free line, 1-800-224-6330, and via email for those residing in the Contractor's service area.

**2.5 CONTRACTOR STAFFING**

- A. At minimum, Contractor **shall** employ one full-time employee. The Contractor's additional staff may consist of full or part-time paid employees and/or volunteers.
- B. SHIP Counselor Certification**  
All Contractor staff and volunteers who will provide counseling services **shall** be certified. Contractor **shall** ensure all counselors maintain certification status.
1. To receive SHIP Counselor Certification, counselor **shall** complete initial training and pass the annual SHIP Certification exam.
  2. To maintain SHIP Counselor Certification, counselor **shall**:
    - a. Attend subsequent annual training and pass subsequent annual SHIP Certification exams.
    - b. Participate in CMS and SHIIP training, updates regarding changes to the program, webinars and teleconferences.
    - c. Attend the annual two-day Train-the-Trainer conference and receive certificate of completion.
  3. To pass the annual SHIP Certification exam, counselor **shall** score 80% or higher on the exam within the first five (5) tries.
- C. At minimum, Contractors **shall** designate one staff member to:
- a. Register Certified Counselors, including those providing support services, at [STARS.acl.gov](https://stars.acl.gov).
  - b. Review and edit STARS user roles quarterly.
  - c. Review the STARS dashboard monthly and address and resolve any issues (i.e. BCC form entered incorrectly) prior to the second week of the following month.
- D. New Hire Packets**
1. Contractors **shall** submit New Hire Packets to AID-SHIIP Division and receive approval prior to an individual operating under the Contractor's direction. New Hire Packets **must** include:
    - a. Completed and signed Individual Confidentiality and Non-Disclosure Form (*Refer to Attachment 4: Individual CNDA*)
    - b. Completed and signed Individual Record Check Form providing consent for Arkansas State Police to conduct a criminal record search and release any results to AID. (*Refer to Attachment 5: Individual Record Check Form*)
    - c. Copy of new hire's current driver's license
    - d. For volunteers, Contractor's **shall** also include the following documentation provided in *Attachment 6: Volunteer Documents*:
      - i. Volunteer Self-Assessment
      - ii. Arkansas SHIIP Volunteer Application
      - iii. Arkansas SHIIP Assurance Agreement
  2. Contractors **shall** report staff and volunteer changes to AID-SHIIP Division with monthly invoices.
  3. Contractors **shall** contact AID-SHIIP Division for current version of New Hire Packet. Instructions for submitting New Hire Packets will be included in the New Hire Packet.

4. AID-SHIIP Division will contact Contractor regarding any issues with Contractor's New Hire application.
- E. Medicare Minutes will be sent to Contractors each month via email. Contractors **shall** make monthly Medicare Minutes available to their staff and volunteers via email and/or county message board.

## 2.6 **OUTREACH AND EDUCATION (Applies to SHIIP Only)**

### A. **SHIIP Media Outreach and Education (MOE)**

1. At minimum. Contractors **shall** place two information stations in the Contractor's service area. Information stations **must** be placed outside the Contractor's office and all satellite offices.
2. Contractors **shall** stock information stations with materials from SHIIP's website <https://insurance.arkansas.gov/pages/consumer-services/senior-health/>
3. Contractor **shall** stock information stations bi-monthly.
4. If no materials have been removed from an information station, Contractor **shall** move the information station to another location and notify SHIIP via monthly MOE Information Stations Report. (Refer to RFQ Section 2.7(C))
5. Contractor **shall** relocate the information station as requested by AID-SHIIP division.

### B. **SHIIP Group Outreach and Education (GOE)**

Contractors **shall** participate in outreach events within the Contractor's service area as requested by SHIIP. GOE Outreach events may include presentations and Medicare beneficiary focused health fairs or events.

## 2.7 **REPORTING**

### A. Progress Report

Contractors **shall** provide quarterly Progress Report to AID-SHIIP Division. The report **must** be emailed to AID-SHIIP Division by the 15<sup>th</sup> of the following month. AID-SHIIP Division will provide Contractor with the appropriate email address at time of award. Contractor's quarterly progress report shall include the following information:

1. List of current certified counselors on staff
2. List of current volunteers
3. Describe any challenges found if any, and what actions were taken
4. List activities conducted

### B. Counselor Training Report

Contractors **shall** provide quarterly Counselor Training Report detailing the number of Counselor training sessions provided January – March, April – June, July – September, and October – December. For each quarter, Contractors **shall** email the report to SHIP by the 15<sup>th</sup> of the following month (i.e. January – March report will be due by April 15<sup>th</sup>). AID-SHIIP Division will provide Contractor with the appropriate email address at time of award.

### C. Information Stations Report (applies to SHIIP Only)

Contractors **shall** provide monthly Information Stations Report. The report **must** accompany Contractor's monthly invoices and include the following information:

1. Location of Contractor's information stations (sorted by service area)
2. Date(s) the Contractor visited information stations
3. List of handout(s) resupplied
4. If any information station(s) were moved, the location to which they were moved and the reason for the move.

## 2.8 **COMPLIANCE**

- A. Contractors **shall** adhere to all Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules and Regulations.
1. The Health Insurance Portability and Accountability Act (HIPAA) regulations are divided into several major standards or rules: Privacy Rule, Security Rule, Transactions and Code Sets (TCS) Rule, Unique Identifiers Rule, Breach Notification Rule, Omnibus Final Rule, and the [HITECH Act](#).
  2. The [HIPAA Privacy Rule](#) mandates the protection and privacy of all health information. This rule specifically defines the authorized uses and disclosures of "individually-identifiable" health information. This is the most complex rule, setting requirements for how protected health information (PHI), in any form or medium, should be controlled.
  3. The HIPAA Privacy Rule is located at 45 CFR Part 160 and Part 164. The Privacy Rule establishes national standards to protect individuals' medical records and other personal health information. The Privacy Rule applies to health plans, health care clearinghouses, and health care providers that conduct health care transactions electronically. The HIPAA Privacy Rule requires appropriate safeguards to protect the privacy of personal health information and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Privacy Rule also gives patients' rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections.
- B. Contractors **shall** ensure accessibility and usability of tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.
- C. Contractors **shall** provide information and services in a fair, accurate and impartial manner.
- D. Contractors **shall** provide clients with information in a manner that is culturally and linguistically appropriate to the needs of the Medicare population, including clients with limited English proficiency.
- E. Contractors **shall not** receive any financial consideration directly or indirectly from an insurance company or Medicare drug or health plan. Contractors **shall not** receive federal grant funding from another Arkansas State Agency for providing services similar to those described in this RFQ (i.e. Medicare assessment services).
- F. Contractors **shall** retain records pertaining to MIPPA/SHIP including BCC, GOE, and MOE forms for ten (10) years. Copies or other facsimiles of program records such as electric media are acceptable substitutions for original documents.

## 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. *Table A: Performance Standards* 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.

**Table A: Performance Standards**

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
STARS Reporting and Invoicing	Contractor <b>shall</b> email invoices to AID-SHIIP Division within three (3) months of BCC form being submitted in STARS.	10% reduction in current pay rate
Progress Report	Contractors <b>shall</b> provide quarterly Progress Report to AID-SHIIP Division. The report <b>must</b> be emailed to AID-SHIIP Division by the 15 <sup>th</sup> of the following month.	AID-SHIIP Division will complete a below standard VPR and the contract may be cancelled if the Contractor continues to be non-compliant.
Counselor Training Report	Contractors <b>shall</b> provide quarterly Counselor Training Report detailing the number of Counselor training sessions provided January – March, April – June, July – September, and October – December. For each quarter, Contractors <b>shall</b> email the report to SHIP by the 15 <sup>th</sup> of the following month (i.e. January – March report will be due by April 15 <sup>th</sup> ).	AID-SHIIP Division will complete a below standard VPR and the contract may be cancelled if the Contractor continues to be non-compliant.
Information Stations Report <i>(applies to SHIIP Only)</i>	Contractors <b>shall</b> provide monthly Information Stations Report. The report <b>must</b> accompany Contractor’s monthly invoices.	AID-SHIIP Division will complete a below standard VPR and the contract may be cancelled if the Contractor continues to be non-compliant.

## SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

### 3.1 RESPONSE SCORE

- A. AID will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluator will evaluate and score qualifying Responses. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Response Packet*.
1. The Evaluator will individually review and evaluate responses and complete an Individual Score Worksheet for each response. 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 RFQ evaluation factor, the response 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 RFQ evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFQ evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFQ evaluation factor, the response’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFQ evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFQ evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

2. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for 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
E.2 Background and Experience	5	15%	150
E.3 Arkansas Counties	5	10%	100
E.4 Leadership	5	5%	50
E.5 Proposed Services	5	10%	100
E.6 Staffing Plan	5	5%	50
E.7 Staff Recruitment, Training and Development	5	5%	50
E.8 Marketing Plan	5	5%	50
E.9 Accessibility	5	5%	50
E.10 STARS Reporting Tool	5	15%	150
E.11 Confidentiality Compliance	5	5%	50
E.12 Insurance	5	5%	50
E.13 Reporting and Invoicing	5	10%	100
E.14 Value-Added Attributes	5	5%	50
<b>Total Technical Score</b>	<b>65</b>	<b>100%</b>	<b>1,000</b>

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

D. The response'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. Sub-section weighted scores will be added together to determine the total technical score for the response. Qualified Contractor's total technical score will be listed on the resulting QVL.

**3.2 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 *Response Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

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

- A. Contractor **shall** generate invoices using AID-SHIIP Division's invoice template and email invoices to AID-SHIIP Division by the fifteenth (15) day of the following month for BCF form submission in STARS. AID-SHIIP Division will provide invoice template and email address at time of award.
- B. Contractors will be compensated based on *Attachment 7: Rate Sheet*. Rates are subject to change per availability of grant funding.
- C. The following documentation **must** accompany Contractor's monthly MIPPA invoices:
- Any staff and volunteer changes
- D. The following documentation **must** accompany Contractor's monthly SHIIP invoices:
1. Contractor's monthly Information Station Report (*Refer to RFQ Section 2.7(C)*)
  2. A monthly ledger of GOE with location and total number of attendees along with back-up documentation, including but not limited to the names of individuals who attended the GOE.
  3. A monthly ledger of MOE with location and estimated number of people reached along with backup documentation
  4. Any staff and volunteer changes
- E. AID-SHIIP Division retains the right to request Contractors to halt invoice activity if they have exhausted their allocated funds.
- F. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- G. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- H. 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.
- I. 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.
- J. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- K. 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.

#### **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.

#### **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 AID/SHIIP 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. AID/SHIIP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. AID/SHIIP 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 Response Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Response 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 rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **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:** Prospective Contractor's responses 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 AID/SHIP. 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. **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.
23. **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.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Response 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.
25. **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.