

Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street, Suite 201  
Little Rock, AR 72201-1904

## REQUEST FOR PROPOSAL

<b>RFP Number: I D - 1 2 - 0 0 0 2</b>	<b>Buyer:</b> Tangelia Clary-Marshall
<b>Service:</b> Navigator Program Consultant	<b>Date:</b> February 13, 2012
<b>Agency:</b> Arkansas Insurance Department	<b>Proposal Opening Date:</b> March 9, 2012
<b>Service Location:</b> Little Rock, AR	<b>Proposal Opening Time:</b> 04:30 pm CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE ARKANSAS INSURANCE DEPARTMENT. **Vendors are responsible for delivery of their proposal documents to the Arkansas Insurance Department prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Arkansas Insurance Department office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 1200 West Third Street, Suite 201, Little Rock, AR 72201-1904, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

<b>PROPOSAL DELIVERY ADDRESS:</b> Arkansas Insurance Department ATTN: Tangelia Clary-Marshall 1200 West 3 <sup>rd</sup> Street Little Rock, AR 72201-1904 TELEPHONE NUMBER 501-683-7231	<b>PROPOSAL OPENING LOCATION:</b> Arkansas Insurance Department ATTN: Tangelia Clary-Marshall 1200 West 3 <sup>rd</sup> Street Little Rock, AR 72201-1904
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification: \_\_\_\_\_

Federal Employer ID Number

Social Security Number

### FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION

Business Designation

(check one): \_\_\_\_\_

☐ Individual

☐ Sole Proprietorship

☐ Public Service Corp

☐ Partnership

☐ Corporation

☐ Government/ Nonprofit

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General Description:	Navigator Program Consultant
Type of Contract:	Term
Buyer:	Tangelia Clary-Marshall

**MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian or Native American, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

- ☐ African American                      ☐ Hispanic American                      ☐ Pacific Islander American  
☐ American Indian                      ☐ Asian American                      ☐ Service Disabled Veteran

Arkansas Minority Certification Number \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Act 2157 of 2005, the Arkansas Insurance Department is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [Tangelia.Marshall@arkansas.gov](mailto:Tangelia.Marshall@arkansas.gov), or as a hard copy accompanying the solicitation response. The Arkansas Insurance Department will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.

**ALTERATION OF ORIGINAL RFP DOCUMENTS:** The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Arkansas Insurance Department. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Respondent's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response may not be considered.

**REQUIREMENT OF ADDENDUM:** THIS REQUEST FOR PROPOSAL MAY BE MODIFIED ONLY BY ADDENDA WRITTEN AND AUTHORIZED BY THE ARKANSAS INSURANCE DEPARTMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addenda to the proposal prior to submission. There will be no addenda to a proposal 72 hours prior to the proposal opening. It is the responsibility of the vendor to check the Arkansas Insurance Department website at <http://hbe.arkansas.gov> and the Office of State Procurement website at <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addenda up to that time.

**DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the solicitation documents. Proposal documents received at the Office of State Procurement after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents

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arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.

**ADDITIONAL TERMS AND CONDITIONS:** The Arkansas Insurance Department objects to, and shall not consider, any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's response. In signing and submitting a proposal, the respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

**ANTICIPATION TO AWARD:** After complete evaluation of the proposal, the anticipated award will be posted on the Arkansas Insurance Department website at <http://hbe.arkansas.gov/> and the Office of State Procurement website at <http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx> and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The proposal results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Arkansas Insurance Department reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).

**PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation on file in the Office of State Procurement at the time of the RFP opening. Documentation may be in the form of a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

**VISA ACCEPTANCE:** Awarded Respondents should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fees may not be assessed when accepting the p-card as a form of payment. The successful respondent may receive payment from the State by p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

**EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms posted with this proposal.

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**SECTION 1 GENERAL INFORMATION**

**1.0 INTRODUCTION**

The Arkansas Insurance Department (AID) issues this Request for Proposal (RFP) for interested offerors to provide consulting services as further detailed in the RFP. This RFP is for the purpose of obtaining a qualified consultant to develop the Navigator Program for the State of Arkansas.

**1.1 ISSUING OFFICE**

The issuing officer is the sole point of contact for this RFP. Any vendor questions or clarifications regarding matters related to this RFP must be directed to the AID's buyer, Tangelia Clary-Marshall at [Tangelia.Marshall@arkansas.gov](mailto:Tangelia.Marshall@arkansas.gov). Written questions must be submitted to the issuing officer by the date listed in this solicitation. All questions should be marked "Questions" and the RFP number should be indicated. The questions will be answered and posted on the AID and OSP website. Accordingly, reliance on information received other than from the issuing office is at the offeror's own risk. For technical information related matters, vendors may email the buyer as well.

Tangelia Clary-Marshall  
Arkansas Insurance Department  
1200 West 3<sup>rd</sup>, Suite 201  
Little Rock, Arkansas 72201-1904  
Phone: (501)-683-7231  
Fax: (501)-371-2629  
E-mail: [Tangelia.Marshall@arkansas.gov](mailto:Tangelia.Marshall@arkansas.gov)

**1.2 TERM OF THE CONTRACT**

Winning vendor will be awarded a one-year term contract.

By mutual agreement, AID and the contractor may elect to extend the contract six times for a one (1) year period or a portion thereof, not to exceed a maximum of six (6) additional years or any portion thereof.

Any services on contract by the AID must be paid for, but do not obligate the State to continue the contract beyond the end of a biennial period.

**1.3 DEFINITION OF TERMS**

This section of the RFP provides detailed definitions of appropriate acronyms and terms relative to this RFP.

**ACA** – Affordable Care Act  
**AID** – Arkansas Insurance Department  
**CCIO** – Center for Consumer Information and Insurance Oversight  
**CMS** – Center for Medicare and Medicaid Services  
**DHHS** – U. S. Department of Health and Human Services  
**FFE** – Federally-facilitated Exchange  
**OSP** – Office of State Procurement

The terms "respondent, proposer, vendor, offeror, bidder" are used synonymously in this document.

**1.4 RFP FORMAT**

Any statement in this document that contains the word "must" or "shall" or "will" means that compliance with the intent of the statement is mandatory, and failure by the respondent to satisfy that intent will cause the proposal to be rejected. It is recommended that offerors respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response will be

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interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and respondent must identify the specific page and paragraph being referenced. The terms “respondent, proposer, vendor, offeror, bidder” are used synonymously in this document.

### 1.5 **CAUTIONS TO VENDORS**

- A. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors **must** submit **one (1) signed original technical proposal hard copy**, on or before the date specified on page one of this RFP. Vendors **must** also submit **five (5) additional hard copies of the technical proposal, each marked ‘Copy’**. **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal. Pricing from the Official Price Sheet(s) must be separately sealed from the technical proposal response and clearly marked as pricing information.** The vendor should submit one (1) complete **electronic** copy (marked copy) of the signed RFP technical proposal response preferably in MS Word/Excel format, on CD or flash drive. **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal electronic copy. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.** Failure to submit the required number of hard copies of the technical proposal or Official Proposal Price Sheet may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- C. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract **must** have signed the proposal in ink.
- D. All official documents and correspondence shall be included as part of the resultant contract.
- E. The agency reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
  - 1. Failure of the vendor to submit his proposal(s) on or before the deadline established by the issuing office.
  - 2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
  - 3. Failure to sign the Official RFP Document.
  - 4. **Failure to complete the Official Proposal Price Sheet and include it sealed separately from the rest of the proposal.**
  - 5. Any wording by the offeror in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
  - 6. Failure of any proposed service to meet or exceed specifications.

### 1.6 **CONTRACT INFORMATION**

The State of Arkansas may not contract with another party:

- A. To indemnify and defend that party for any liability and damages. However, the agency may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State’s use or possession of equipment or software and reimburse that party for the loss caused solely by the State’s uses or possession.
- B. Upon default, to pay all sums to become due under a contract.
- C. To pay damages, legal expenses or other costs and expenses of any party.

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- D. To continue a contract once the equipment has been repossessed.
- E. To conduct litigation in a place other than Pulaski County, Arkansas.
- F. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

A party wishing to contract with the State of Arkansas should:

- A. Remove any language from its contract which grants to it any remedies other than:
  - 1. The right to possession.
  - 2. The right to accrued payments.
  - 3. The right to expenses of de-installation.
  - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Include in its contract that the laws of the State of Arkansas govern the contract.
- C. Acknowledge that contracts become effective when awarded by the agency.

**1.7 RESERVATION**

This RFP does not commit the agency to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for any service. The State reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFP, if it is in the best interest of the State to do so.

**1.8 COST OF PROPOSALS**

Costs incurred in preparation of proposals are solely the responsibility of the offerors. The AID will provide no reimbursements for such costs. Costs associated with any oral presentations to the AID will be the responsibility of the offeror and may not be billed to the AID. Oral presentations may only be made at the request of the AID.

**1.9 TERMS AND CONDITIONS OF PROPOSAL**

To be considered, offerors must include as part of their proposal all of the provisions of the RFP.

- A. The Contractor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The Contractor and surety shall 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.

The Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractor shall comply with Arkansas Act 954 of 1977.

The Contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal

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Rehabilitation Act of 1973. The Contractor shall be responsible for insuring that all subcontractors comply with the above mentioned regulations.

The Contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

- B. In accordance with federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- C. The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or record of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the record of subcontractors.
- D. **Order of Precedence.** In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, time schedule, requirements, specifications or tasks in this agreement, said conflict or inconsistency shall be resolved according to the following priority:
- The Request for Proposal document
  - Written clarifications to the RFP
  - Proposal of Respondent Awarded Contract

#### **1.10 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the vendor to identify all proprietary information. **The vendor should submit one complete electronic copy of the proposal, preferably in PDF format, from which any proprietary information has been removed, i.e. a redacted copy.** The redacted copy should reflect the same pagination as the original and show the empty space from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original hard copy. The redacted electronic copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If you do not send a redacted electronic copy your entire proposal will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA, the vendor will be contacted prior to the release of this information.

#### **1.11 STATEMENT OF LIABILITY**

The State will demonstrate reasonable care, but at no time will the State be responsible for or accept liability for any vendor-owned items.

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**1.12 AWARD RESPONSIBILITY**

The agency will be responsible for award and for administration of any resulting contract.

**1.13 PUBLICITY**

News releases pertaining to the RFP or the services, study, data or project to which it relates will not be made without prior written approval of the agency, and then only in accordance with the explicit written instructions from agency. No results of the program are to be released without prior written approval from the agency, and then only to persons designated.

**1.14 INDEPENDENT PRICE DETERMINATION**

By submission of his/her proposal, the vendor 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 and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all vendors should understand that this paragraph might be used as a basis for litigation.

**1.15 WARRANTY**

The vendor must warrant that all services and any other items provided by the vendor in conjunction with this RFP will be performed:

- At the level specified herein.

Vendor shall, at his/her expense remedy all such defects in performance.

**1.16 CONFIDENTIALITY**

The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance for the contracted task. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

**1.17 TERMINATION OF CONTRACT**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes; changes in laws, rules, or regulations; relocation of offices; or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. Upon receipt of notice of termination, the contractor shall be paid the following:

- **At the contract price(s) for completed service to and acceptance by the State.**
- **At a price mutually agreed by the contractor and State for partially completed services.**

**1.18 NEGOTIATIONS**

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposal(s) determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**1.19 INTELLECTUAL PROPERTY**

All records and data pertaining to the contract will remain the property of the AID. Upon expiration or termination of contract, in order to ensure orderly turnover in the event another provider is selected or AID takes over preparation, the contractor shall turn over the complete operation within sixty (60) days.



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**1.20 ANTICIPATED PROCUREMENT TIMETABLE**

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

RFP Issued	As stated on page 1
Deadline Date for Receipt of Written Questions	February 21, 2012
Answers Posted on AID and OSP Websites	February 24, 2012
Opening Date and Time/Receipt of Proposals	As stated on page 1

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**SECTION 2 OVERVIEW**

**2.0 OVERVIEW**

The Arkansas Insurance Department (AID) is seeking a qualified vendor to support the Arkansas Insurance Department's efforts in complying with the Affordable Care Act (ACA). The act requires the development of Health Benefits Exchanges (Exchanges). Exchanges are State-specific competitive marketplaces where individuals and small businesses can find health plan information, make health plan comparisons, determine if they are eligible for subsidies and other cost reductions, apply for coverage in a form that they can understand, and enroll in Medicaid or a private plan of their choice. The state has made the determination that the best solution to meet its needs is to leverage CMS Federally-facilitated Exchange (FFE) efforts (currently under development) with state-operated core Exchange functions of Consumer Assistance and Plan Management to implement a FFE-Partnership Model in Arkansas.

The Exchange stores and presents large amounts of industry-specific information from a variety of sources--information essential for making intelligent healthcare purchasing decisions. To facilitate the decision-making processes, trained, consumer-oriented individuals, known as Navigators will be available to assist individuals and small businesses by facilitating their enrollment in a health plan that best fits their needs and providing post-enrollment services including connecting the consumer with complaints resolution or appeals processes. Grants are awarded to organizations for training and rendering services to consumers. Navigators will be associated with these grant-funded organizations. Consumer Assistance functions of the FFE are critical to Exchange success and sustainability and include Outreach and Education, Consumer Complaint Resolution, and the Navigator Program. The establishment of the Navigator Program is the focus of this RFP.

The ACA outlines funding requirements, eligibility criteria, duties, and standards for Navigators. Navigator services will be funded through grants from the operational funds of the Exchange (ACA §1310 (i) (6)). In order to be eligible for Navigator grant funding, organizations must demonstrate existing relationships (or the ability to readily establish relationships) with employers, employees, consumers (including the under and uninsured), and self-employed individuals (ACA §1310 (i)(2)).

The Navigator Program will award grants to qualified entities, such as professional organizations, community non-profits, chambers of commerce, unions, Small Business Administration partners, licensed insurance agents, etc. The ACA requires Navigators to perform the following duties (ACA §1310 (i) (3)):

- Conduct public education activities to raise awareness of coverage available in the Exchange (qualified health plans);
- Distribute fair and impartial information concerning enrollment in qualified health plans, and the availability of premium tax credits and cost-sharing reductions;
- Facilitate enrollment in qualified health plans;
- Provide referrals to the consumer assistance program or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.

**2.1 Early Work by the Exchange Planning Effort**

Exchange Planning team representatives attended meetings of the Health Benefits Exchange (HBE) workgroups as well as the Steering Committee. Though opinions were strong and varied, most members wanted communications to be well targeted for the specific groups being served and easy to understand, yet detailed enough to provide the needed information at various levels of the Exchange's rollout. Members recommended making use of word of mouth as well as traditional and newer communications methods and outlets. Opinions on the Navigator role leaned toward educator and guide rather than enroller or salesperson.

**2.2 Arkansas Population Subsets**

All socioeconomic classes of consumers may be eligible to use the Exchange. However, a large percentage is likely to be lower to middle range in income level. Many will be newly eligible for Medicaid; some will be employed, but have never

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had health insurance; some will be parents of children currently insured by ARKids First (Arkansas's SCHIP Plan); and some will be employed by small businesses.

Consumers who will use the Exchange are likely to be unfamiliar with insurance terms and processes, and will need information conveyed as simply as possible. No assumption of knowledge or familiarity with the subject matter should be made in planning, drafting and delivering key messages.

The vendor is expected to develop a Navigator Program that recognizes Arkansas's unique population, demographics and cultural composition. For example, the Spanish-speaking population in Arkansas is growing rapidly, with pockets of other ethnicities increasing across the state, such as the Marshallese population, estimated to be in the range of 5,000 to 10,000 in Washington County.

### **2.3 Arkansas Navigator Program Responsibilities**

Communications, education and outreach will be critical to the success and sustainability of the Federally-Facilitated Exchange in the State of Arkansas. The audience for outreach and education will include not only individuals of diverse backgrounds, educational levels and cultures, but small business owners, health care providers and other stakeholders across the state. The messages and their delivery must be carefully targeted to match the priorities and communication styles of the intended audience, without alienating other groups. A separate RFP will address general Exchange communications, outreach and education. The Navigator contractor will collaborate with that Outreach and Education vendor as needed in developing the Arkansas Navigator program which will be designed for consumer outreach, education, and service. Primary responsibilities of the Navigator Program are:

- Identification of target populations and factors that can facilitate delivery of outreach services based on geographic location, language, ethnicity, etc;
- Assessment of existing resources and administration of grants to organizations best suited to reach targeted groups;
- Development of educational materials for use by grantees (Navigators) for target populations;
- Provision of training to grantees (Navigators) on responsibilities and protocols, including use of referral networks;
- Development of outreach strategies in coordination with grantees (Navigators) and other partners; and
- Monitoring and evaluation of education and in-person enrollment assistance provided by grantees (Navigators).

Within the pool of potential consumers, the Navigator Program should identify key segments of the population most appropriate for Navigators to serve, such as:

- Residents at risk for low participation rates despite being eligible for subsidized coverage, such as legal immigrants and persons in mixed-immigration status families;
- Residents unlikely to access coverage through new online technologies, such as persons without access to technology or who are uncomfortable using it independently; persons with limited literacy including health literacy; or persons with cognitive or physical limitations;
- Residents who may require additional supportive services in order to successfully access and maintain coverage, such as persons with mental or behavioral health issues or persons with unstable housing arrangements whose psychological condition or social environment can create barriers to the successful and timely completion of health insurance application and renewal forms; and
- Residents whose participation is important for success of the Exchange (e.g., good risk and sufficient participation to achieve administrative efficiencies), such as employees of small businesses and young adults.

### **2.4 Eligibility**

- A. To be considered, vendors must include as part of their response all of the provisions of the solicitation.
- B. An official authorized to bind the vendor to the resultant contract must sign the solicitation response.
- C. The successful vendor shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.
- D. The successful vendor and surety shall 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 successful vendor.

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- E. The vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request to State or Federal government entities or any of their duly authorized representatives.
- F. Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

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**SECTION 3 REQUIREMENTS**

**3.0 RFP REQUIREMENTS**

The following section provides the bidder with an understanding of the specific Department needs and expectations as well as the requirements a bidder must address in their proposal. This is a proposal for professional services; the RFP Requirements section emphasizes the importance of the candidate's ability to understand the environment, stakeholders and the ability to develop and support the business processes necessary for a successful Navigator Program.

Proposals that do not comply with the conditions or requirements stated herein will be rejected.

**3.1 Project/Product Overview**

The Navigator Program is a new concept for states to be developing. Decisions ranging from the grant application process to the compensation and training of the Certified Navigators to Navigator Program evaluation are still to be determined. The selected vendor will have primary responsibility for outlining and executing a plan to establish the Arkansas Navigator Program.

This vendor will work closely with the Arkansas Insurance Department (AID) as well as key stakeholder groups and other contractors (e.g., Outreach and Education, Evaluation, Navigator IT) to design, develop and implement the Navigator Program according to FFE and Arkansas guidelines and requirements. The Navigator Program will consist of three primary functions: grant applications, grantee operations and Certified Navigator training/operations. The vendor's efforts will focus on:

**Grant Applications**

- Assist in identifying sources of initial Navigator Program funding and defining funding models for grantees;
- Develop a plan for informing Arkansas communities that the Navigator grant opportunity exists so the broadest spectrum of quality applications for statewide Navigator coverage are received;
- Create Navigator Program grant application and guidelines that provide AID sufficient information to determine eligible and culturally competent grantees that will have the relationships and experience needed to facilitate enrollment of uninsured and under-insured individuals through the individual and/or SHOP Exchange and provide post-enrollment services including referral for grievances, complaints or questions; and
- Define criteria by which applicants can be consistently evaluated.

**Grantee Operations**

- Assist organizations awarded Navigator grants with system set-up to effectively operate and manage the program including working with the Navigator IT vendor to clarify any functional requirement issues and implementation of the developed Navigator program guidelines;
- Design operational Training for organizations awarded grants, to include programmatic requirements for community education, implementation of required Navigator services, billing and payments, preventing conflicts of interest, Navigator Program self-analyses and programmatic and fiscal reporting;
- Provide recommendations for establishing relationships with the insurance-producers and carriers to garner cooperation;
- Design the reporting criteria (Certified Navigators to their parent Organization and from each Organization to AID); and
- Create surveys and other tools for ongoing evaluations and performance improvements.

**Certified Navigator Training/Operations**

- Define functions of Certified Navigator;
- Define processes for Navigator Certification/Recertification;
- Define Navigator accountability to consumer, prevention of conflict of interest, coordination with licensed insurance producer community;

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- Design Operational Training for Certified Navigators, including how to ensure Navigators provide information in a culturally, linguistically and otherwise appropriate manner to meet needs of diverse, hard to reach/underserved populations and secure personal health information (PHI);
- Establishing a support structure for Navigators “in the field”;
- Assist with system set-up to manage the Navigator Program effectively from the perspective of the Certified Navigator; and
- Develop a survey tool for ongoing evaluation and Navigator Program improvements.

### **3.2 Staffing Experience Requirements**

ACA is a large encompassing piece of legislation that has a significant impact upon many Federal and state programs as well as private sector entities. The private sector entities include healthcare delivery systems, insurance carriers and producers, and quality review organizations. The Navigator Program will have an impact on these public and private sector entities. The selected vendor will need to possess a strong background in several key areas to assure success.

The selected vendor must have –

- Health and Human Services experience (familiarity with Medicaid, State Children’s Health Insurance, other public health insurance plans)
- Knowledge of private health insurance plans
- Knowledge of Health Benefits Exchange guidelines
- Adult education and training background
- Experience in competency assessments
- Experience with Consumer Advocacy
- Ability to communicate and relate to others in a culturally responsive manner
- Experience in product development
- Experience in process development
- Ability to avoid conflicts of interest

The selected vendor must work collaboratively with AID, other state agencies and other Exchange vendors. There is a subsequent section that goes into greater detail regarding the expected qualifications of the vendor and its candidates.

### **3.3 Hardware/System Requirements**

The vendor will be responsible for supplying their own computers to complete the effort. The state will provide wireless Internet connectivity for the duration of the project.

### **3.4 Software Requirements**

The vendor must use the Microsoft Office suite, including MS Project, and a mutually-agreed upon software tool for developing and maintaining process flow diagrams.

### **3.5 Management Requirements**

#### **Project Management Approach**

The development and management of the overall Project Management Plan is the responsibility of the AID. The vendor will be responsible to adhere to the AID-approved Project Management Plan and Stakeholder Engagement Model set forth by AID which describes in detail the approach as well as the plan for organizing work, staffing the project, managing project tasks, managing project quality, communications, issues, risks, and change control.

#### **Detailed Project Schedule**

During the project, the vendor will provide updates to the detailed Project Schedule that depicts all major project tasks, task start and completion dates, task dependencies, and resources applied to each task. It is expected that tasks will be detailed to a two-week duration level.

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**Quality Management**

The vendor will adhere to the Quality Management Plan developed and maintained by the AID Project Team; a plan that measures and controls methods that are used to better ensure the deliver quality products.

The Quality Management Plan will include the following component sections:

***Configuration Management***

- The vendor will utilize a Configuration Management process and procedures for technical and administrative oversight.
- The Configuration Management process will include identification of all artifacts, such as software units, computer files, documents, and other software products, to be controlled during development.

***Change Control Management***

- The vendor will utilize a Change Control Management process to manage change requests.
- The Change Control process will include the method for documenting and tracking Change Control Requests and for recording the approvals that are needed to authorize Change Control Requests to change the program scope, schedule, and/or cost.

**Communications Management**

During the project, the vendor will utilize the Communication Plan to gather, store, and distribute project information to stakeholders. This must include, at a minimum, the following:

***Bi-Weekly Status Report***

The vendor's Project Manager must produce a Bi-Weekly Project Status Report, which will provide the status of the Vendor's performance versus schedule as set forth in the Detailed Project Plan and describe project costs to-date, risks, issues, and action items.

The vendor must present the Bi-Weekly Status Report during a Bi-Weekly Project Status meeting.

***Deliverables Acceptance and Closure***

The vendor must verify and document that project deliverables have been completed according to the project's requirements and specifications, and present formal acceptance memoranda to the AR AID Project Management for approval.

***Emergency Communication***

The vendor must communicate critical issues on an immediate basis. The vendor must withhold no issue that could jeopardize the quality or timeliness of the project.

**Risk Management**

During the project, the vendor will contribute as necessary to a Risk Management Plan, The plan's intent is to identify, analyze, record, and prioritize potential risks; risks that have the potential to negatively impact technical solutions, escalate costs and/or jeopardize the project schedule. The Risk Management Plan will include strategies for monitoring, mitigating and managing identified risks.

At a minimum, the vendor must provide updates to the Risk Management Plan that is provided to the AID Project Director on a monthly basis. The AID Project Director may request an updated Risk Management Plan from the vendor at any time throughout the project.

**Issue Management**

During the project, the vendor will utilize the Issue Management Plan to identify, record, prioritize, escalate and track issues for resolution.

At a minimum, the vendor must provide an Issue Report to the AID Project Director on a monthly basis. The AID Project Director may request an updated Issue Report at any time throughout the project.

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**SECTION 4 EVALUATION CRITERIA**

The Selection Criteria focuses on the vendor's response and approach described within the Project Scope Overview as well as the previous professional experiences and the candidate(s)' communication skills. The following key considerations will demonstrate the vendor's capabilities to successfully deliver the activities described in Section 3.0 of this RFP –

- The vendor's understanding of this initiative, as well as, the role of the Navigator Program within a successful Federally-facilitated Exchange Partnership Model;
- The vendor's approach to accomplishing the activities described within Section 3.0 of this RFP;
- The vendor's experience with and understanding of public healthcare programs and the private healthcare insurance industry;
- The vendor's experience with and understanding of requirements for grant applications and operations;
- The vendor's experience with continuous quality improvement processes;
- The vendor's experience in collaboration with diverse stakeholder entities; and
- The vendor's experience with the development of a program including education material development and delivery, training and industry best practice analysis.

The State recognizes that though years of experience are an important consideration in selecting an acceptable candidate, a formal interview with candidates may also be necessary. The state reserves the right to schedule interview sessions with the candidates.

**4.0 PROPOSAL EVALUATION CRITERIA**

Following the RFP opening, proposals will be evaluated in four phases. The first phase will determine if the mandatory requirements of the RFP have been agreed to and/or met. Failure to comply will deem the proposal non-responsive. Any proposal that is incomplete may be rejected by the State. However, the State may waive minor irregularities. This phase will be completed by the AID.

The second phase is the technical evaluation of criteria items using the considerations referenced in this RFP. This phase will be completed by an impartial committee established by the AID.

The third phase will be awarding of Price Proposal points to be determined by the following formula:  
 $a/b \times c = d$  (dividing lowest price by the next lowest price and multiplying by the number of points available equals the number of points awarded). The effect of the formula is to insure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed RFP price.

The fourth phase will be awarding of Individual Interview points supporting the findings of the second phase evaluation including ability to effectively communicate. Selection of candidates for the Individual Interview phase is based upon the technical evaluation and price proposal. AID will interview the top five (5) candidates based upon the combined score (technical evaluation + price proposal). This phase will be completed by an impartial committee established by AID. The State reserves the right to revise the number of candidates, or range of candidates, interviewed based on technical and price proposal scoring results.

The contract will be awarded to the respondent whose proposal receives the highest number of cumulative points. The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below:



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<i>Criteria</i>	<i>Total Weight</i>
<b>TECHNICAL EVALUATION</b>	<b>65</b>
<b>PRICE/COST</b>	<b>20</b>
<b>INDIVIDUAL INTERVIEWS</b>	<b>15</b>
<b>OVERALL SCORE</b>	<b>100</b>

THERE SHALL BE NO DEVIATION FROM THE OUTLINED PRICING STRUCTURE DETAILED ON THE PROPOSAL PRICING SHEET. PROPOSAL COST SHALL BE PRESENTED AS DETAILED IN THIS RFP; FAILURE TO DO SO MAY DISQUALIFY A PROPOSAL FROM CONSIDERATION.

PRICE PROPOSAL MUST BE SUBMITTED UNDER SEPARATE COVER. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

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**OFFICIAL PROPOSAL COST STATEMENT – FIXED CAP HOURLY PROJECT**

**Project Name:** \_\_\_\_\_

**Project Code:** \_\_\_\_\_ **Proposal Date:** \_\_\_\_\_

**Contractor/Firm Name:** \_\_\_\_\_

**Comments/Instructions:**

The Contractor/Firm may bill the State on a monthly basis for services rendered.

For evaluation purposes, a total value of 2,000 Person Hours must not be exceeded.

**PERSONNEL SERVICES ASSIGNED**

<i><b>Job Classification/Title/Consultant Name</b></i>	<i><b>Person Hours</b></i>	<i><b>Hourly Rate</b></i>	<i><b>Total Cost</b></i>
<b>TOTAL PROJECT COST:</b>			

PRICE PROPOSAL MUST BE SUBMITTED UNDER SEPARATE COVER. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

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**SECTION 5 PROPOSAL SUBMISSION**

The **Vendor's Technical Proposal** for the RFP will be composed and presented in the following format and order:

- I. **Proposal Cover Letter**
- II. **Title Page and Table of Contents**
- III. **Proposal for Meeting Project Scope**
- IV. **Resume**
- V. **Contractor Technical Skills/ Experience**

**Sealed Proposal Cost Statement - Fixed Cap Hourly Project**

The **Vendor's Cost Proposal** for the **RFP** Project will be composed and presented in the following format and order:

**Official Proposal Cost Statement - Fixed Cap Hourly Project**

For this Project, using the attached form, the Contractor will provide Fixed Cap Hourly Project – Proposal Cost Statement.

**NOTES:**

- Fixed Cap Hourly. The vendor will submit time sheets weekly to the AID Project Director. Vendor shall submit monthly invoices.
- Rates bid include all auxiliary costs, such as printing, secretarial, program entry, and costs for travel, meals and lodging.
- Any cost not included but subsequently incurred will be the responsibility of the vendor.
- Responses should provide at least a forty-five (45) day acceptance period due to the time required to tabulate and evaluate responses and make awards.
- Contractors as employers of any Consultant(s) assigned to AID are required by Federal Law to verify that all of their employees are legally entitled to work in the United States. By submitting a bid, the vendor is representing and warranting that it has complied with these legal requirements and that anyone assigned to work at AID is legally entitled to work in the U.S.
- The Consultant(s) must be available to work forty (40) hours per week. The Consultant's work schedule will be approved at the discretion of AID Management.
- A typical workweek would be Monday through Friday, 8:00am to 4:30pm Central time.
- AID will provide the Contractor with a notice of the State holidays - annually.

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**STANDARD TERMS & CONDITIONS**

**GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

**ACCEPTANCE AND REJECTION:** The State reserves 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.

**BID SUBMISSION:** Bids must be submitted to the Arkansas Insurance Department on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

**PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.

**QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. 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.

**BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

**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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

**SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

**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 bidder.

**AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

**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.

**AWARD:** Term Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

**DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Arkansas Insurance Department has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

**DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Arkansas Insurance Department. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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**STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

**DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Arkansas Insurance Department 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 Arkansas Insurance Department of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

**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.

**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 invitation for bid, (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.

**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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

**PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

**ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

**OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.

**LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**CONTINGENT FEE:** The bidder 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 bidder for the purpose of securing business.

**ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, 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.

**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.

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

## FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (-Y)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

## FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (-Y)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%) Position of Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  
  
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 subcontract. The party 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 contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature\_\_\_\_\_Title\_\_\_\_\_Date\_\_\_\_\_

Vendor Contact Person\_\_\_\_\_Title\_\_\_\_\_Phone No.\_\_\_\_\_

Agency use only

Agency Number\_\_\_\_\_Agency Name\_\_\_\_\_Agency Contact Person\_\_\_\_\_Contact Phone No.\_\_\_\_\_Contract or Grant No.\_\_\_\_\_