

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL

RFP Number: SP-09-0169	Buyer: Camber Thompson
Commodity: Programming Services	Proposal Opening Date: March 12, 2009
Date: January 13, 2009	Proposal Opening Time: 2:30 P.M. CDT

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE 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 OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement 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 OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESSES: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	PROPOSAL OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

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 PROPSAL REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	Programming Services
TYPE OF CONTRACT:	Term
BUYER:	Camber Thompson
AGENCY P.R. NUMBER	N/A

INVOICE TO:
Dept. of Finance & Administration
Office of Administrative Services
P.O. Box 2485
Little Rock, AR 72203

F.O.B:
See section 1.0

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". 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".

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement 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: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the solicitation response. The Office of State Procurement 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 of 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: http://www.arkansas.gov/dfa/procurement/pro_index.html

TECHNOLOGY ACCESS

Please reference Arkansas statute 25.26.201 et seq. The Vendor expressly acknowledges that State funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to State of Arkansas that the technology provided to State of Arkansas for purchase is capable either by virtue of features included within the technology or because it is readily adaptable by use with other technology of:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as Assistive devices or services which would constitute reasonable accommodations under the American with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at www.dis.arkansas.gov/poli_stan_bestpract/policies.htm. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to these documents, 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/Contractor'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 shall not be considered.

REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

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 RFP solicitation documents. Proposal documents received at the Offices of State Procurement after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its proposal, a bidder 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 OF AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The RFP 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 Office of State Procurement reserves the right to waive this policy, The 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

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 years old and must be supported by written documentation on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER:

Complete the Disclosure Forms posted with this RFP.

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION

Vendors are invited to submit proposals for the requirements described in this Request for Proposal (RFP) to obtain pricing and a contract for programming development, system analysis and database administration services and support. This work will be part of an extension project to an existing health benefits administration system and support of ongoing operational needs. This system includes but is not limited to the following: eligibility, health and pharmacy claim administration, medical management and finance reporting.

1.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFP for the Employee Benefits Division (EBD) of the Department of Finance and Administration (DFA). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer; Camber Thompson at (501) 683-0084 or camber.thompson@dfa.state.ar.us. Questions regarding technical information or clarification should be addressed to Paige Harrington at paige.harrington@dfa.state.ar.us or (501) 682-5593.

1.2 SCHEDULE OF EVENTS

Release RFP	January 15, 2009
Written vendor questions due	January 30, 2009
Answers to vendor questions	February 19, 2009

Proposals are due no later than the date and time listed on Page 1 of the RFP.

1.3 CAUTION TO VENDORS

1. 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.
2. Vendors are requested to respond to each numbered paragraph of the RFP.
3. Vendors must submit a signed original proposal on or before the date specified on page one of this RFP. The vendor must submit one (1) signed original of the RFP response, seven (7) complete copies (marked copy) of the signed RFP response, and seven (7) electronic versions, preferably in MS Word/Excel format, on CD. **Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD.** Pricing from the Official Proposal Price Sheet must be separately sealed from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal. Failure to submit the required number of copies with the proposal 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.
4. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the proposal.
5. All official documents and correspondence shall be included as part of the resultant contract.
6. The State Procurement Official 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:
 - a. Failure of the vendor to submit his proposal(s) on or before the deadline established by the issuing office.

- b. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
- c. Failure to supply vendor references if required.
- d. Failure to sign an Official RFP Document.
- e. Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.
- f. Any wording by the vendor in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
- g. Failure of any proposed services to meet or exceed the specifications.

1.4 RFP FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. It is recommended that bidders 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 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 vendor must identify the specific page and paragraph being referenced.

1.5 SEALED PRICES

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response. *Bidders must include all pricing information on the Official Price Proposal Sheet* and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal.

1.6 TYPE OF CONTRACT

This will be a technical services contract for a term of one (1) year from date of award, with an option for renewal up to four (4) additional times in one (1) year increments or a portion thereof.

1.7 PAYMENT AND INVOICE PROVISIONS

The successful bidder will be paid for each unit of work completed by them, accepted by EBD and approved by OIS. Each unit of work must identify a specific deliverable and an estimate of time needed to complete it. Prior to beginning work on it, the unit of work must have been agreed to by EBD, OIS and the successful bidder, and have been assigned a unique identifier.

A request for work from EBD may result in one or more units of work being identified. Irrespective of the preceding paragraph, the successful bidder will be authorized a short period of time to perform initial analysis for each request, and they may bill EBD for that time; however, that time will still need to be associated with a work unit unique identifier at the time of billing. The exact amount of time allowed for this purpose and the details of implementing this process will be agreed upon by EBD, OIS and the successful bidder.

The successful bidder will be expected to make every reasonable effort to abide by their time estimates, must inform EBD if they expect to exceed their estimates, and receive approval for new estimates from EBD and OIS prior to performing any work beyond the existing estimates.

All invoices shall be delivered to the: Dept. of Finance & Administration, Office of Administrative Services, P.O. Box 2485, Little Rock, AR 72203.

Each invoice submitted by the successful bidder must contain an itemized list of each unit of work that has been completed by them, referencing its unique identifier and indicating the times and charges for the

work completed. Each invoice will be reviewed by EBD and OIS to assure that the deliverables were acceptable and the charges were appropriate.

The payment amounts for completion of approved deliverables will be based upon contracted costs and information in the response to this RFP. The State will negotiate payment terms with the successful bidder which may include a percentage of hold-back or retention of payment.

The Invoice, Invoice Remit, and Summary must be delivered either via paper or electronically at no cost to the State.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied EBD and OIS as to the reliability and effectiveness of the service as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Contractor 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.

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 five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 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 and to seal such information in a separate envelope marked as confidential and proprietary

1.9 RESERVATION

This RFP does not commit the State Procurement Official 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 services. 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.

1.10 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable bidders to better interpret the information contained in the RFP, written questions will be accepted until the close of business on January 30, 2009. Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response will be posted on the OSP website on or before the close of business on February 19, 2009. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Written questions should be sent to Camber Thompson at camber.thompson@dfa.state.ar.us.

1.11 BID EVALUATION

OSP will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event the Employee Benefits Division (EBD) and Office of Information Systems (OIS) deems it necessary to have the vendor further explain or demonstrate their capabilities, the vendor shall make oral and/or written presentations to comply with the requirement.

The RFP evaluation committee chairperson will schedule the time and location for each demonstration or presentation. All presentations are subject to be recorded.

All expenses associated with the initial demonstration except travel, meals, and lodging for State personnel, will be borne by the vendor.

1.13 PRIME CONTRACTOR RESPONSIBILITY

1. The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.
2. EBD and OIS reserve the right to interview the key personnel assigned by the successful vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department. All such requests must be submitted to OSP prior to making any request to the vendor.
3. The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP. It will be the responsibility of the vendor to verify completeness of each unit of work, and its suitability to meet the needs of EBD and OIS prior to agency approval.

1.14 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official 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.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. 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:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of deinstallation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. 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 State Procurement Official.
3. The State of Arkansas may contract with another party:

- a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
- b. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.15 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and it will attempt to further clarify any point or item in question. The words "bidder" and "vendor" are used synonymously in this document. Other terms include:

1. Contractor - The term "Contractor" refers to the successful respondent to whom the contract is awarded.
2. Commercial Off-the-Shelf (COTS) - For the purpose of this RFP, a category of software product in which software is offered for sale or lease to customers on an off-the-shelf basis, with little or no initial modification of the underlying program code beyond specifying the parameters needed to make the software applicable to specific business requirements. Evidence of COTS includes the availability of a single set of executable programs, which can be purchased, licensed or leased by multiple customers.
3. DFA - Arkansas Department of Finance & Administration
4. EBD – Employee Benefits Division, an agency of the Arkansas Department of Finance & Administration
5. OIS – Office of Information Services, an agency of the Arkansas Department of Finance & Administration
6. DFA-OIS-EDB Information Systems Evaluation Team – Team of individuals that will evaluate and score proposals.

1.16 CONDITIONS OF CONTRACT

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. The successful vendor 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.

1.17 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for technical literature until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.18 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.19 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. 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.
2. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidders shall understand that this paragraph may be used as a basis for litigation.

1.20 PUBLICITY

New release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.21 CONFIDENTIALITY

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

EBD is the designated owner of all data and shall approve all access to that data. The successful vendor shall not have ownership of the data at any time. The successful vendor shall be in compliance with the privacy policies established by governmental agencies and by state and federal laws. The successful vendor shall provide sufficient security to prevent the violation of any laws relating to the confidentiality of state information maintained by EBD.

1.22 WARRANTY

The vendor must also define the following for warranty services offered:

1. Clearly define in detail the warranty period after acceptance.
2. Define the provisions of the warranty regarding response time for service.
3. Outline the standard or proposed plan of action for correcting problems during the warranty period.
4. Vendors must itemize any services and labor that is excluded from warranty.

1.23 COST

All charges must be included on the Official Proposal Price Sheets, must be valid for 120 days following proposal opening, and shall be included in the costing evaluation. The pricing must include all associated cost for the service being bid plus any non-recurring, one-time cost. Pricing from the Official Proposal Price Sheet must be separately sealed from the proposal response and clearly marked as pricing information. **Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD.** The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
2. Any cost not identified by the vendor but subsequently incurred in order to achieve successful operation will be borne by the vendor.
3. Official Proposal Price Sheets may be reproduced as needed.
4. Vendors may expand items to identify all proposed services. A separate listing, which must include pricing, may be submitted with summary pricing.

1.24 CANCELLATION

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 30 days prior to the date of cancellation.

1.25 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.26 SERVICES TO BE PROVIDED

All services to be performed and materials to be produced under the contract shall be accomplished in consultation with, and under the direction of, DFA-OIS-EBD Information Systems. All procedures developed and products provided under the contract shall be subject to final approval by DFA-OIS-EBD Information Systems. All records and data pertaining to the contract shall remain the property of DFA-OIS-EBD Information Systems.

1.27 INSPECTION OF WORK PERFORMED

DFA-OIS-EBD Information Systems, or their authorized representatives, shall at all reasonable times, have the right to enter into premises, where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The contractor must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

1.28 VENDOR REFERENCES

Vendors must submit, with the proposal, at least one (1) and up to five (5) reference accounts, located in the United States who have been provided client services of a same or similar nature in the last five (5) years. Reference must include, contact person, telephone number and email address.

1.29 TECHNICAL DOCUMENTATION

The successful vendor will partner with EBD and OIS to create operational documentation of the system including but not limited to business logic, run schedules, job dependencies, and failure/restore procedures for each job, communication processes and procedures for start/stop of each component as needed.

The successful vendor is required to transfer all database and code level knowledge to State Application staff as needed. This shall include written documentation describing, but not limited to, system architecture, components, data and logic flow, database tables definitions and schemas, and package descriptions, as may be required by OIS and EBD.

1.30 CONTRACT PAYMENT

Payment will be made only after the contractor has successfully satisfied the Agency as to the reliability and effectiveness of the service provided.

1.31 NEGOTIATIONS

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor who submit proposals 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.

SECTION 2 OVERVIEW

2.0 EBD MISSION STATEMENT

EBD manages the group health and life insurance plans and other select benefits to build quality programs for eligible members while promoting customer service, education, accessibility and affordability.

2.1 DIVISION OVERVIEW

EBD has the responsibility of managing the group health and life insurance programs and other select benefit programs for active and retired state and public school employees, retirees, and their dependents. The population supported consists of over 600 health insurance representatives and 120,000 members located across the state and, in some cases, across the country.

EBD must respond to a variety of government and market forces. The State and Public School Life and Health Insurance Board (hereafter referred to as the Board) makes policy decisions regarding the management of these programs; State and Federal legislation creates new mandates yearly; and changes in contracts and the health care industry require EBD to respond quickly both in processes and in system evolution.

2.2 SYSTEM HISTORY

In 2002, it became necessary for EBD to meet the privacy, security, and transactional requirements of the Health Insurance Portability and Accountability Act (HIPAA). To prepare for HIPAA, in December 2002, EBD purchased a Contained-Off-The-Shelf (COTS) system to contain health insurance enrollment. EBD understood at the time that this product would not meet all of the requirements necessary to transform the division into a state-of-the-art benefits administrator that would create interfaces connecting more than three hundred payroll systems, the division's accounting and check log systems, the benefit coordinators systems, as well as other ancillary systems. The system was selected to become the core system of this integrated platform, which became known as ARBenefits.

EBD directly contracted with a local systems company to extend ARBenefits and provide system architecture, programming, database administration, and data analysis services in a web environment in Summer 2004. This became ARBenefits as it exists today: with the COTS still functioning as the core database but with an extended application and decision support system based on JAVA, Python and PostgreSQL architecture. This RFP is seeking to find long-term support for ARBenefits.

2.3 SCOPE OF SYSTEM ARCHITECTURE

The following lists the servers currently considered a part of the ARBenefits System.
Shared Systems:

1. System 1: HP ProLiant DL180 G5
OS: Ubuntu Linux version 6.06.
Database: PostgreSQL
Primary Lang: Java, Python
Web Server: Tomcat 5.5.x
Note: Primary development box for successful bidder; web authentication uses Single Sign-On with System (3); imports nightly feed of eligibility and user data from System (2) into PostgreSQL tables
2. System 2: Dell PowerEdge 6600
OS: Windows 2000 Advanced Server
Database: Oracle
Primary Lang: PL/SQL
Note: Primary source of data; proprietary Payersoft software
3. System 3: Dell PowerEdge 2650
OS: Windows 2000 Advanced Server
Web Server: Apache

Note: Primary web server for ARBenefits

4. System 4: HP ProLiant DL585 G2
OS: Windows Server 2003 Enterprise
Database: MySQL
Primary Lang: PHP
Note: Medical Management tools and secure messaging; proprietary software

User Workstations:

Internal Staff uses Windows XP operating system for accessing the COTS client server portion of the system which is housed on System (2). The client server portion is limited to internal staff and a small amount of Arkansas State Highway and Transportation employees. All other access is through the web on various platforms and browsers. The recommended browser for the system is Mozilla Firefox.

2.4 SYSTEM RESPONSIBILITIES

The following functional areas are implemented in the core of the EBD ARBenefits system, which has been developed and is maintained by a third party provider. The data for these are contained in Oracle and MySQL databases.

The successful bidder will need to be able to interact with these databases in order to obtain and process data used in the other functional areas of the ARBenefits system for which they will have development responsibilities. In addition, they will be expected to provide support for production deployments of these core components, monitor their performance and advise on optimizing them.

1. **Oracle Tables including Enrollment database:** This is the core of EBD's eligibility system. System (1) takes a nightly feed of eligibility data along with user access for Single Sign-On purposes.
2. **Oracle DBA:**
3. **834 EDI Transactions:** HIPAA mandate requires the use of this transaction type to send eligibility to external entities.
4. **Billing:** Used for billing approximately 500 different groups.
5. **Call Taking/Task Management**
6. **Chart/Case Management:** System for maintaining medical information on plan members.
7. **Message Center:** This is a HIPAA compliant secure message center to allow EBD staff and Case Managers to send secure messages.
8. **Authorization Loader:** This tool loads the prior authorizations into the system so that case managers and customer services representative know that one exists.
9. **Authorization Management:** This tool allows the case manager to manage the authorizations.

The following section lists a sample of the portions of ARBenefits that may require enhancement support by the successful bidder.

1. **ID Card Production:** ID card system that generates ID cards for plan members printed on standard laser printers.
2. **Daily File Generation:** These tools were created to assist EBD staff in their daily activities. When files are generated an email notification is sent to assigned users.
3. **AASIS File Import to ARBenefits:** Benefit information for State employees on the AASIS system are received from AASIS and imported to ARBenefits via this process.
4. **COBRA System:** System for sending out proper COBRA documents to eligible members.
5. **Reconciliation with each Benefit Coordinator:** Reconciliation process that receives files from insurance companies to verify accurate eligibility across systems.
6. **Claims Analysis:** Various requests are made from external entities (ex. Attorney General's Office) and EBD partners (Ark. Center for Health Improvement) for claim information.

7. **Health Risk Assessment (HRA):** Deduction amounts for premiums based on survey results are received from Ark. Children's Hospital and calculated and imported into ARBenefits. An ad-hoc HRA report is available to external insurance representatives.
8. **VDSA:** Voluntary Data Sharing Agreement process is a transaction between EBD and Centers for Medicaid & Medicare for Medicare information on plan members.
9. **Provider Load Conversions:** Process that receives provider files from insurance companies converts these files and creates load files for ARBenefits.
10. **Authorization File Conversion and Load File Generation:** Converts the file received daily from the utilization review company and creates load files for ARBenefits.
11. **Imaging System (storage and retrieval):** Imaging system that stores images of documents by indexes and processes bar-coded images.
12. **Letter Generators:** Various system generated letters sent to new employees and plan members.
13. **In/Out Board:** Tool of convenience for EBD staff members to locate other EBD staff and to log time and create timesheets and leave slips.
14. **Resource Manager:** Tool of convenience for EBD staff members to schedule the usage of shared resources. This includes the training room, the board room, and a laptop that can be reserved for a specific time.
15. **Chart Management Extensions:** These tools allow the case managers to access imaged medical information, generate case referrals to the external case management company, review authorizations, and create or review HEP assessments.
16. **Search and Claims Extract Tools for GPI, HCPCS, CPT, ICD-9 and Place of Service Codes:** Tools used for searching medical and pharmacy codes and extracting claims.
17. **Checklog:** This is a tool used by EBD's Accounting Dept. to track customer checks written to EBD.
18. **Finance Letters:** Tools used to send and track collection and cancellation letters.
19. **MIP Payment Generator:** This tool is used by EBD Accounting to extract billing information from ARBenefits for loading to EBD's Accounting system.
20. **Benefit Confirmation Forms:** Periodically EBD must re-enroll all current plan members. The form includes a bar code for imaging and creates a load file for enrollment.
21. **Claims Funding Request Reconciliation:** The benefit coordinators pay health claims on behalf of EBD. They then submit an invoice to EBD for repayment of these claims. The claims funding request compares the eligibility to ARBenefits prior to making payment for the claims and creates a file for discrepancies.
22. **Pharmacy Claims Funding Request/Admin Fee Files:** Pharmacy portion of claims funding request. Pharmacy portion is handled differently because claims are received from the benefit coordinator nightly.
23. **Call and Task Search:** This tool is used by EBD Staff to search calls and tasks out of the existing call/tasking system. Uses ODBC link to Oracle tables.
24. **HIR Search:** This tool is used to find the agency representative or school business official responsible for handling this member's enrollment. Uses ODBC link to Oracle tables.
25. **Provider Search:** This tool used to search for providers in ARBenefits. Uses ODBC link to Oracle tables.
26. **DOE Billing Fee maintenance:** This tool allows EBD to invoice the Department of Education for its enrolled members and to post payment for these members.
27. **Membership Management:** This is a central tool used to query members. It displays their eligibility, claims and HRA discounts.
28. **RDS Notification Response:** This application is used by internal EBD staff to process the file received from Centers for Medicare and Medicaid.

SECTION 3 SERVICE REQUIREMENTS

This section describes the types of services the successful bidder will be expected to provide. EBD reserves the right to adjust the scope of services depending upon changes in the regulatory or administrative environment.

Projects and tasks will be developed and approved under the supervision of EBD's Technical Manager, or a designated administrator, and DFA's Office of Information Services (OIS).

3.0 **PROGRAMMING**

EBD will require programming to support new applications as well as maintaining and supporting current applications on the PostgreSQL/Java/Python technology. The architecture must be a web enabled system and platform independent. This portion of the system being used will be known as System (1) throughout the remainder of this document.

The State of Arkansas will have unrestricted rights and perpetual use of the source code for software developed or modified by the successful vendor. If the successful vendor chooses to incorporate a COTS based product for any portion of the new development, the State of Arkansas will be included in the decision to utilize the COTS product.

EBD will require the successful bidder to provide support in the following areas:

3.0.0 **NEW APPLICATIONS DEVELOPMENT**

Listed below are the new applications EBD currently plans to develop. EBD reserves the right to shift priorities in implementation dates and add and remove applications as deemed necessary.

1. **HIPAA Transactions:** EBD requires support and development to transition to the new federal HIPAA transaction set (5010 series) in support of its eligibility and claims processes as mandated by federal law.
 - a. This will be a web-based system capable of managing the 5010 HIPAA transaction sets for enrollment, eligibility and claims processing while creating integration with EBD reporting and troubleshooting tools.
2. **Call Management:** EBD requires the development of an integrated intranet-based call taking and tracking system to replace its current client-server model. This will be integrated into our other web-based tools.
 - a. This will be a web-based system capable of integrating all aspects of call management in the division to include call tracking, integration of the call statistics, management search features for the call recording system, management indicator reports, integration with the task management system, entity (member, provider, carrier, representative) look-up features, call prioritization, customer access to status of calls, and integration of imaging.
3. **Task Management:** EBD requires the development of an integrated task management system to replace the current client-server model built into the current call tracking system. This will be integrated into our other web-based tools.
 - a. This will be a web-based system capable of integrating all aspects of task management in the division to include task creation and assignment, tracking, search features, management indicator reports, integration with the call management system,

entity (member, provider, carrier, representative) look-up features, task prioritization, customer access to status of calls, and integration of imaging.

4. **Health Enhancement Program Management:** EBD requires the continued development of health enhancement program (HEP) tools to support the nursing staff in providing support to our membership.
 - a. This will be an extension of the current web-based system capable of integrating all aspects of HEP Assessment management in the Health Services section to include assessment creation and tracking, search features, management indicator reports, integration with the call and task management system, entity (member, provider, carrier, representative) look-up features, task prioritization, member assessment creation and updating capabilities, and integration of medical imaging.
5. **Content Management:** EBD requires the implementation of an integrated content management system to manage the variety of on-line and print communications required for communicating with its members, business affiliates, and benefits coordinators.
 - a. This will be an extension of the current web-based system to integrate content management functions to include user content creation and update separate from formatting and other technical requirements. The repository will become the basis of a single “message” regardless of whether the content is used as part of a formal plan document such as a Summary Plan Description or an informal document such as the quarterly newsletter. It will also provide historical archiving, version control, search, and reporting capability.

3.0.1 **APPLICATIONS SUPPORT**

1. **Enhancements:** Support on-going enhancements to existing system due to State or legislative changes, Board requirements, or to improve efficiencies.
2. **Defects:** Correct system defects as they occur.

3.0.2 **DATA MANIPULATION AND ANALYSIS**

1. **Large-scale data requests:** Support requests from various sources (the Attorney General’s office, other legal entities, actuaries, and other entities as necessary) for reports, queries or other data access.
2. **Recommend and develop analytical tools for staff use:** As requests occur, recommend and, if approved, develop tools that will be used by EBD staff for analysis and reporting.

3.0.3 **TRAINING AND KNOWLEDGE TRANSFER**

1. **Application and Tools Training:** Train EBD technical personnel for all applications and tools developed as they are implemented. EBD personnel will be responsible for training other staff, members, and other business partners who will use the tools.
2. **System Knowledge Transfer:** Transfer system knowledge to EBD and/or OIS personnel to the extent that they can eventually take over system maintenance and support.

- a. **New Applications and Tools:** Provide documentation and training as necessary for State-provided resources to be able to support newly-developed applications and tools.
- b. **Existing Applications and Tools:** Provide documentation and training or enhance existing documentation and training as necessary for existing system components and tools, including development, testing and analysis tools, to State-provided resources to the extent that they can support those components and utilize those tools.

3.1 SYSTEM ARCHITECTURE AND MAINTENANCE

EBD will require on-going review of the structure and performance of the ARBenefits system, to include management of the COTS implementation of changes from test to the production system. These requirements include but are not limited to the following:

1. Performance tuning
2. System updates
3. Security processes
4. Managing posting COTS updates to the production server
5. Monitoring of COTS query performance and coordinating changes as necessary with the third party vendor
6. Version control for new and enhanced development in a manner that allows previous stable versions of the system to function and serve as a backup if necessary
7. System performance analysis and maintenance
8. System lifecycle recommendations
9. Management of automated processes
10. System performance testing and tuning
11. Perform database and hardware administration duties as necessary
12. Recommend hardware and software upgrades as applicable
13. Coordinate with OIS to ensure standard disaster recovery procedures are followed

3.2 SECURITY AND CONTROL REQUIREMENTS

The successful bidder's solutions shall conform to State and Federal statutes and guidelines relating to confidentiality of individual health related data and shall be secure from entry by unauthorized users. It shall also be compatible with the established Arkansas Office of Information Technology (OIT) security processes (now administered by the Arkansas Department of Information Systems), including overall system access, violation reports, audit trails, and system logs. Authorizations shall be easy to establish and to maintain. Access to data and system software shall be controlled by an individual's Login ID, which shall be located in the appropriate security tables.

The successful bidder will assist EBD in securing the system to prevent unauthorized use. Known or suspected penetration of the system security shall be reported to both EBD and OIS, unless precluded by law enforcement, within one (1) business day of the discovery of the incident.

The successful bidder's employees/contractors that are capable of viewing data must pass a criminal background check.

3.3 USER INTERFACE

All user access must be presented through an Internet Browser and be fully functional in Mozilla Firefox 2.0 and higher or Microsoft Internet Explorer 5.5 and higher unless otherwise approved. The interface must be smooth, seamless, and user friendly. EBD must approve the visual look and feel of the appearance of the screens used in the user interface and the design of the screens shall be in the standards that EBD utilizes for consistency. Some screens may be redesigned visually through use of style sheets or movement of HTML-based components by EBD or OIS staff.

3.4 SYSTEM PERFORMANCE STANDARDS

The system performance standards with respect to system up-time:

1. Maintain an average up-time of ninety-nine (99%) percent during any 15 business day interval for applications residing on System (1).
 - a. Up time of the software is calculated as follows: [(Productive time -downtime) divided by productive time] multiplied by 100 equals up time percentage. Productive time is defined as those periods during which the system is scheduled for operational use (Mondays through Fridays 7:30am to 5pm Central Time) and deemed to be operational/in proper operating condition by EBD. Downtime is defined as those periods between the time that the vendor is notified of system failure and the time that the system is again in proper operating condition. Availability excludes normally scheduled preventive maintenance and causes outside of the vendor's control. In the event the system does not meet the availability requirements during any 15 consecutive business day period, it will be the vendor's highest priority to bring the system back up in functioning order. The State reserves the right to not reimburse the vendor for expenses incurred in making the system functional depending on the causes.
 - b. In the event the system does not meet the required 99% up-time described above in any 60 day period, excluding normally scheduled preventive maintenance and causes outside of the vendor's control, vendor must take all of the following actions unless EBD and OIS and the vendor agree in writing that the problem has been corrected and the system is currently in good working order:
 - Provide an on-site Customer Engineer at the vendor's expense for analysis and/or correction of the problem;
 - Provide and install the most current and functioning previous version build of the system at the vendor's expense if desired by EBD and OIS.
 - Perform all required action to make system operational. The State may require at its option that the vendor perform this at their own expense.

The State reserves the right to terminate this contract or withhold payment for services if EBD and OIS deem the system as unusable.

The system performance standards with respect to approved deliverables:

1. Applications are operating in conformance with this RFP and EBD's project specifications.
 - a. The State reserves the right to withhold payment or terminate this contract if the above mentioned performance standards are not met.

3.5 ADDITIONAL VENDOR QUALIFICATIONS

The vendor selected to perform consulting and system services and software development pursuant to this RFP must meet the following minimum qualifications and requirements:

1. The lead contractor must demonstrate the following:
 - a. At least ten (10) years of information system experience operating in complex web-based business logic environments.
 - b. Experience relevant to the types of services to be provided as described in this RFP.
2. Twenty-five percent (25%) of the contractor personnel dedicated to this project must have at least three (3) years of health insurance and/or medical/pharmacy claims experience.
3. The vendor's company must demonstrate the following:
 - a. At least five (5) years experience in providing the types of information systems services specified in this document.
 - b. At least three (3) years experience in health insurance and medical/pharmacy claims, or related fields.
 - c. A track record of successful completion of at least 90% of work undertaken over the past five (5) years. Explanation for any work undertaken that did not result in successful completion must be provided by the vendor.
 - d. Sound business management practices, indicated by a record of stability.
 - e. Sound fiscal practices, indicated by their financial statements

SECTION 4 CRITERIA FOR SELECTION

The vendor should address each item listed in this section to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the successful vendor will be determined in Committee by evaluation of several factors.

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the DFA-OIS-EBD Information Systems Evaluation Team during the assignment of rating points.

Proposals shall be evaluated by the DFA-OIS-EBD Information systems Evaluation Team. Other agencies and consultants of DFA may also examine documents.

4.0 VENDOR PROFILE

Submit the following:

1. Business Name
2. Business Address
3. Alternate Business Address
4. Primary Contact Name, Title, Telephone, Fax and E-mail address
5. How many years this company has been in this type of business
6. Financial statements for the immediate past five (5) years of business

4.1 ORGANIZATION AND PERSONNEL

1. Identify key personnel who will have actual responsibility for this project:
 - a. Describe their experience relative to this type of project
 - b. Describe their primary duties and responsibilities as it would relate to this project
 - c. Attach resumes and a list of recent projects with a reference for each
2. How can you assure EBD that the key personnel would be committed to the project through completion and during maintenance stages?

4.2 GENERAL EXPERIENCE AND PAST PERFORMANCE

1. Describe in detail your experience with system development, system analysis and database administration.
2. Describe in detail your capabilities/specialties in the following areas: conceptual development, working in a team environment, client training and product documentation.
3. List two or more applications you have developed, or assisted in development, that have the potential complexity of a government system (complex information, multiple department use, broad user base and interactive features).
4. What is the most successful project in all respects you have worked on and why? Which project was the least successful and why?

4.3 DETAILED EXPERIENCE

1. Please list your experience in the following database environments:

Type	Yes or No	If Yes, how many years experience
Oracle		
PostgreSQL		
MySQL		

2. Please list your experience with the following programming languages:

Type	Yes or No	If Yes, how many years experience
Java		

PL/SQL		
Python		

3. If you answered Yes to Java, please list your experience with the following technologies:

Type	Yes or No	If Yes, how many years experience
Jasper Reports		
Hibernate		
Wicket		
Struts		
Spring		
Java Imaging		
Acegi		
UNO - SDK		

4. Please describe in detail any experience you have with the following:

- a. Working in a health insurance environment
- b. Working with medical and/or pharmacy claims
- c. Working with ANSI X12 EDI transactions
- d. Automation of file transfers through WebDav services
- e. Scheduled letter generation
- f. Generating and reading barcoded documents
- g. Working in a collaborative environment using version control technologies

4.4 APPROACH AND METHODOLOGY

This section of the RFP response shall provide detailed information about the vendor's approach by addressing the following topics:

1. Understanding of the nature of the project and how the proposal will best meet the needs of Arkansas State Government.
2. Approach in defining requirements; identifying the tasks necessary to meet requirements and documenting achievement of requirements.
3. Describe the process you follow when working with a client to develop potential enhancements from the initial planning stages through the approval of the design.
4. Strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
5. Identifying potential project risks and procedures to mitigate these risks.

4.5 EVALUATION CRITERIA

The evaluation and award process for responses which meet the mandatory administrative requirements and our assessment of vendor responsibility will then be scored and compared. The DFA-OIS-EBD Information Systems Evaluation Committee will evaluate and score the proposals using the criteria and scoring specified in the following table.

Cost:

100 points will be awarded to the lowest average hourly rate (based on one hour increment) plus any non-recurring costs. Remaining bids shall receive points in accordance with the following formula:

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

- A=lowest average cost plus non-recurring cost bid in dollars

- B=second (third, fourth, etc.) lowest average cost plus non-recurring cost bid in dollars
- C=maximum points for lowest average cost plus non-recurring cost bid
- D=number of points scored for that particular bid

Criteria	Points
VENDOR QUALIFICATIONS	
Lead Contractor must demonstrate the following	
<i>Years of information systems experience operating in complex web-based business logic environments</i>	
<i>Experience relevant to the types of services in this RFP</i>	
Contractor personnel experience in health insurance and/or medical/pharmacy claims	
Vendor's company must demonstrate the following	
<i>Years of experience providing the types of information systems services specified in this RFP</i>	
<i>Years of experience in health insurance and medical/pharmacy claims, or related fields</i>	
<i>Track record of successful completion</i>	
<i>Sound business management practices</i>	
<i>Sound fiscal practices</i>	
TOTAL	85
VENDOR PROFILE	
How many years this company has been in this type of business	
Review of financial statements	
TOTAL	15
ORGANIZATION AND PERSONNEL	
Key personnel who will have actual responsibility for this project	
<i>Experience relative to this type of project</i>	
<i>Primary duties and responsibilities as it relates to this project</i>	
<i>Resumes with recent projects and references</i>	
Commitment of key personnel to the project	
TOTAL	150
GENERAL EXPERIENCE AND PAST PERFORMANCE	
Experience with system development, analysis, and database administration	
Capabilities/specialties in conceptual development, working in a team environment, client training, and product documentation	
Applications you have developed, or assisted in development that have the potential complexity of a	

government system	
Most successful project you have worked on and why	
Least successful project you have worked on and why	
TOTAL	150
DETAILED EXPERIENCE	
Database Environments	
<i>Oracle</i>	
<i>PostgreSQL</i>	
<i>MySQL</i>	
Programming Languages	
<i>Java</i>	
<i>PL/SQL</i>	
<i>Python</i>	
Java Technologies	
<i>Jasper Reports</i>	
<i>Hibernate</i>	
<i>Wicket</i>	
<i>Struts</i>	
<i>Spring</i>	
<i>Java Imaging</i>	
<i>Acegi</i>	
<i>UNO-SDK</i>	
Describe experience in the following areas:	
<i>Working in a health insurance environment</i>	
<i>Working with medical and/or pharmacy claims</i>	
<i>Working with ANSI X 12 EDI transactions</i>	
<i>Automation of file transfers through WebDav services</i>	
<i>Scheduled letter generation</i>	
<i>Generating and reading bar-coded documents</i>	
<i>Working in a collaborative environment using version control techniques</i>	
TOTAL	350
APPROACH AND METHODOLOGY	
Understanding of the nature of the project and how the proposal will best meet the needs of the Arkansas State Government	

Approach in defining requirements	
Process to develop potential enhancements from the initial planning stages through approval of design	
Project team organization and task assignment strategy to transfer application knowledge	
Identifying potential project risks and procedures to mitigate risks	
TOTAL	150
PRESENTATION/DEMONSTRATION	
Complexity of services demonstrated	
Demonstrated capability in our problem domain	
Innovativeness of solutions presented	
Demonstrated capacity to listen to and understand their clients' needs and develop a satisfactory solution	
Demonstrated ability to work within the limits of specified platforms and tools to develop appropriate solutions	
Question and Answer Session	
TOTAL	100
COST	
TOTAL	100
TOTAL POINTS	1100

STANDARD TERMS & CONDITIONS

1. **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.

2. **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.

3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement 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.

4. **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.

5. **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.

6. **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.

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 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.

8. **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.

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 bidder.

10. AMENDMENTS: The bid 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 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.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. 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 Office of State Procurement 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.

15. 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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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

17. 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 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 bidders list or suspension of eligibility for award.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

Appendix 1 Vendor's References

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____
