STATE OF ARKANSAS
DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

INVITATION FOR BID REVISED 6/16/2026
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000505	Solicitation Issued:	May 21, 2026
Description:	User Acceptance Testing (UAT)		
Department:	Department of Human Services		

BID DUE DATE AND DELIVERY OF BIDS			
Bid Response Due Date:	June 26, 2026	Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid **must** be submitted through ARBuy, the State's eProcurement system, by the Bid Response Due Date and Time. Bids received after the Bid Response Due Date and Time will be rejected as untimely. ARBuy can be accessed at arbuy.arkansas.gov.			

LIVE BID OPENING INFORMATION	
Teams Meeting Link:	https://teams.microsoft.com/meet/2479940794336?p=uSNwj5RkqED8TNuUNe
Meeting ID:	247 994 079 433 6
Passcode:	xq9hF3C6
Call in (audio only):	+1 501-244-3310,,729169531# United States, Little Rock Find a local number
Phone conference ID:	Phone conference ID: 729 169 531#

SAS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
SAS OSP Procurement Specialist:	Tara Hernandez	Procurement Specialist's Direct Phone Number:	501-534-5042
Email Address:	tara.hernandez@arkansas.gov	SAS OSP's Main Number:	501-324-9316
SAS OSP Website:	sas.arkansas.gov/procurement/		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the SAS Office of State Procurement (SAS OSP) for the Department of Human Services ("DHS" or "Department"), Division of County Operations ("DCO" or "Division") to obtain pricing and a contract to conduct user acceptance testing (UAT) onsite reviews.

Direct all correspondence regarding this Solicitation to SAS OSP and not to the Department.

1.2 TYPE OF CONTRACT

A. As a result of this IFB, SAS OSP intends to award a contract to a single Contractor (see *Contractor Selection*).

B. The anticipated starting date for any resulting contract is December 1, 2026, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and Department, the contract may be renewed by SAS OSP for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.

C. "Key Personnel" are the UAT Manager and the UAT Leads

D. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.

E. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.

F. "**Shall**" and "**must**" mean the imperative and are used to identify Requirements and Specifications.

G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.4 CONTRACTOR SELECTION

A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Estimated Monthly Rate of the *Official Solicitation Price Sheet* submitted by the Prospective Contractor.

B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:

1. All bids received from responsive and responsible bidders exceed available funding; or

2. It appears that additional savings to the state may result from negotiation.

C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.

D. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.

E. Negotiations are conducted at the sole discretion of the State.

F. Once the anticipated awardee has been determined, the anticipated award will be posted to ARBuy, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.

1. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.5 CLARIFICATION OF SOLICITATION

A. Submit questions regarding this Solicitation via the Solicitation posting in ARBuy by midnight, Central Time on or before June 3, 2026.

1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.

2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting in ARBuy by the close of business on June 8, 2026. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.

B. The Prospective Contractor should notify the SAS OSP Procurement Specialist of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid.

C. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.

D. Prospective Contractors may contact the SAS OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.

E. An oral statement by SAS OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by SAS OSP.

1.6 RESPONSE DOCUMENTS

A. All bids **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.

1. Prospective Contractors **must** be registered in ARBuy to submit bids.

B. *Bid Response Packet*

1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation in ARBuy to submit their bids.

2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.

a. Signed Bid Signature Page; signature may be ink or digital.

b. Completed Bid Response Packet, which **must** be in English.

c. Completed *Official Bid Price Sheet* attached to Solicitation posting. (See section 1.7 Pricing)

d. Copy of Prospective Contractor's *Equal Opportunity Policy*

i. Pursuant to Arkansas Code § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.

e. *Proposed Subcontractors Form* (see SRV-1, section 14)

3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:

a. *EO 98-04 Contract & Grant Disclosure Form* (see SRV-1 , section 11)

4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.

a. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.

b. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.

c. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.

C. Prospective Contractors may submit multiple bids.

1.7 PRICING

A. Pricing **must** include all tasks and activities required to provide all services required by this IFB and under a resulting contract, including without limitation transitional activities.

B. Any cost not identified by the Contractor but subsequently incurred in order to achieve successful operation **must** be borne by the Contractor.

C. Pricing **must** be proposed in U.S. dollars and cents.

D. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.

1. The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.

E. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the SAS OSP Procurement Specialist at least seventy-two (72) hours before the bid opening time.

F. Prices **must** be firm offers. Price increases may be considered at the time of contract renewal only if the request for an increase is submitted in writing to DHS and the DHS Office of Procurement (OP) at least six (6) months prior to contract renewal with accompanying justification.

1. The accompanying justification **must** demonstrate that the increase in price is based on unforeseen circumstances not considered within the initial submitted bid price.

2. The accompanying justification **must** demonstrate that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. DHS will have the right to require additional information pertaining to the requested increase.

3. Increases will not be considered to increase profit or margins.

4. DHS will have the right to approve or deny the request.

5. Medicaid Enrolled Provider Rates. For any Contractors who are also enrolled Medicaid providers, such rates and any changes thereto are governed by statutory approval protocols. As such, DHS

cannot unilaterally increase approved said Medicaid rates through a contract amendment. See Arkansas Code §§ 20-76-112 and 20-77-110.

G. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.

H. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price, and the net price should be shown in the bid.

1.8 SUBCONTRACTORS

A. Prospective Contractors **shall** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate the Prospective Contractor's intent to utilize, or to not utilize, subcontractors.

1. Prospective Contractors **shall** identify the service(s) that will be provided by each subcontractor under the contract.

2. Upon DHS request, Contractor **shall** provide a copy of the subcontractor's agreement or scope of work.

B. Prospective Contractors should not attach any additional information to the *Proposed Subcontractors Form*.

C. The utilization of any proposed subcontractor is subject to approval by DHS.

D. DHS reserves the right to request removal of a subcontractor, for any reason, upon written notice to the Contractor.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 GENERAL INFORMATION

The Arkansas Integrated Eligibility System (ARIES) is Arkansas Department of Human Services' integrated eligibility and benefit management solution. Developed and piloted between 2019 and 2022, the Centers for Medicare and Medicaid (CMS) and Food and Nutrition Services (FNS) certified system was fully operational in May 2022. ARIES is the system of record for eligibility determinations and benefit issuance for Medicaid, the Supplemental Nutrition Assistance Program (SNAP), Transitional Employment Assistance (TEA/TANF), and Summer Electronic Benefit Transfer (EBT). ARIES passes information to the Medicaid claims processing system where Medicaid claims from medical providers are processed for timely payments and to the EBT system where EBT cards are issued and loaded with benefits for SNAP, TEA, and Summer EBT.

ARIES processes benefits for more than 247,000 SNAP recipients, more than 880,000 Medicaid and CHIP recipients, over 2,000 TEA recipients, and over 336,000 Summer EBT recipients, including over $40,000,000 in benefit issuance for Summer 2025. Each year, the DHS Division of County Operations (DCO) receives over 400,000 applications, completes more than 730,000 renewals, and processes over 700,000 changes and other actions for Medicaid, SNAP, and TEA in ARIES. Access Arkansas, the website that allows Arkansans to apply for, manage, and renew benefits has over 60,000 active accounts and averages over 100,000 unique log-ins each month. There are over 2,000 users in the ARIES Worker Portal including case workers, clerical staff, supervisors, and others.

ARIES includes the following primary applications: Worker Portal, Citizen Portal (including Provider Portal and Community Partner Portal), Enterprise Master Client Index (EMCI), IBM Security Verify (IBM ISV), and data management and analytics. ARIES functionality varies across programs, but generally spans the functions of pre-screening, consolidating application data, qualifying eligibility, performing benefits management, performing case management, confirming redeterminations, handling change of circumstances, and tracking overpayments to clients. ARIES also has an Enterprise Leve of Care module that includes both Provider Portal and Worker Portal functionality to support level of care determinations.

Arkansas' system integrator for ARIES is Deloitte. ARIES is built on Deloitte's NexGen solution and Deloitte continues to maintain the system. Deloitte performs the following primary services: (1) maintains and operates ARIES to promote the system's optimal performance and reliability, (2) implements improvements and upgrades to enhance system functionality and address evolving DHS needs, and (3) conducts data management and analytics to derive actionable insights and support strategic decision-making, address federal and legislative reporting requirements, and ad hoc requests.

The successful Contractor of this IFB **shall** provide UAT services for ARIES and other applications, as deemed necessary by the agency.

2.2 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

A. The Prospective Contractor **shall not** be the creator of the software being tested.

B. The Prospective Contractor **shall** be bondable.

1. Prior to contract award, the Prospective Contractor **shall** provide a letter of bondability, issued by a surety underwriter confirming the Prospective Contractor's ability to secure surety bonds and outlining the Prospective Contractor's maximum single and aggregate bonding capacities.

C. The Prospective Contractor **shall** have annual revenue of at least five million dollars ($5M).

1. The Prospective Contractor **shall** provide a copy of their most recent independent audited financial statement or recent tax statement prior to contract award or upon DHS request.

D. The Prospective Contractor **shall** have performed at least three (3) similar functional services for other state government entities within the past five (5) years.

1. Services performed can include both contract and direct employment.

E. The Prospective Contractor **shall** have key personnel to assign to the State's account who have at least:

1. Three (3) years of experience working on relevant projects supporting state human service programs such as Medicaid, CHIP, SNAP, or TEA.
2. Five (5) years of previous experience of UAT work on at least one (1) eligibility engagement that supported multiple benefit programs.

2.3 GENERAL REQUIREMENTS

A. The Contractor **shall** perform User Acceptance Testing (UAT) in support of the development and maintenance of State IT systems that determine eligibility for multiple benefit programs which include but are not limited to: Medicaid, CHIP, SNAP, TEA, and Summer EBT.

B. Services are expected to be performed remotely and **must** be provided within the contiguous United States.

C. The Contractor **shall not** access the DHS network via a Virtual Private Network (VPN).

D. As periodically requested by DHS, the Contractor's UAT manager and/or leads **shall** be physically present at DHS in Little Rock, Arkansas. If required, advanced notice will be attempted and exceptions made at the State's discretion.

E. The Contractor **shall** give DHS immediate notice of any anticipated delays that will affect the service delivery requirement.

2.4 USER ACCEPTANCE TESTING (UAT)

A. The Contractor **shall** perform UAT in accordance with the CMS Testing Framework Overview.

B. The Contractor **shall** comply with all DHS policy and standard operating procedures applicable to ARIES and other systems.

1. DHS policy and standard operating procedures will be provided during training.

C. The Contractor **shall** report to and take daily directions from DHS or authorized representative.

D. The Contractor **shall**, at a minimum, perform the following UAT activities:

1. Participate in implementation activities.
2. Provide test plans, test cases, and test scripts for UAT in accordance with system designs.
3. Review and approve all testing documentation.
4. Perform UAT in accordance with approved test plans and research unexpected results.
5. Create test data required to perform UAT in accordance with system design.
6. Execute UAT scripts.
7. Execute UAT batch jobs.
8. Application interface/integration testing.
9. Perform functionality, usability, and design testing on citizen portal.
10. Perform web application testing on mobile devices (State utilizes multiple browsers and devices, plus Smart Bear, SoapUI).
11. Perform 508 compliance testing (State utilizes JAWS, IBM Equal Access, IBM Level Access).
12. Create, update, and execute UAT SQL queries

13. Update Requirements Traceability Matrix (State utilizes SpiraPlan).
14. Create, update, and execute automated test scripts. Maintain UAT Regression script libraries.
15. Document all test results in the appropriate format (State utilizes SpiraPlan).
16. Log all defects discovered during UAT (State utilizes SpiraPlan and JIRA).
17. Provide recurring status updates on the status of UAT efforts for all releases in progress.
18. Participate in deployments to perform UAT, including but not limited to smoke testing of the production environment(s) post implementation go live.
19. Participate in all scheduled and ad hoc meetings as required.
20. Interpret state and federal policies as it relates to testing activities and remain up to date as changes may occur
21. Provide cross training to State and/or contract team members on new or existing functionality.
22. Participate in design sessions for new functionality or enhancements to existing functionality.

2.5 USER ACCEPTANCE TESTING (UAT) PROJECT PLAN

A. The Contractor **shall** provide a UAT project plan for Arkansas Department of Human Services (DHS) approval in a format acceptable to DHS.

B. The UAT Project Plan **must** include, but is not limited to:

1. Resource onboarding
2. Internal training (familiarity with supported tools)
3. Standards and documentation review
4. FTI and Privacy Training
5. Eligibility application training

C. The UAT Project Plan **must** identify the estimated completion date for each item and indicate any dependencies (predecessor or successor tasks) associated with each item.

D. A draft/outline of the UAT project plan **must** be delivered within 15 calendar days of the contract start date.

E. Final UAT project plan **must** be delivered within 30 calendar days of the contract start date.

F. The Contractor **shall** adhere to the DHS approved project plan consistently throughout the contract term.

G. The Contractor **shall** receive written approval, in advance, for any changes to the UAT Project Plan.

2.6 DHS FUNCTIONAL REQUIREMENTS KNOWLEDGE

A. The Contractor **shall** make a formal presentation to DHS summarizing Contractor's understanding of the following:

1. The intent and scope of work for ARIES.
2. The DHS program policies, procedures, and manuals relevant to UAT of ARIES.
3. Demonstrable understanding of the ARIES system, including but not limited to navigation of the Citizen and Worker Portals, inbound and outbound interfaces, eligibility determinations, notice viewing and upload.
4. Demonstrable ARIES requirement and design structure and storage.

5. Demonstrable understanding of the State's use of SpiraPlan and Jira for ARIES.
6. Demonstrable understanding of the structure and use of the ARIES automation suite.

B. The Contractor **shall** deliver the presentation within 45 calendar days of the contract start date.

2.7 IMPLEMENTATION

A. Implementation is expected to occur during a three-month transitional phase prior to the incumbent vendoe contract end date.

B. The Contractor **shall** participate in all implementation activities provided by the State and/or its incumbent vendor, utilizing the "tell, show, do" methodology, including but not limited to each activity specified in this Implementation subsection.

C. Phase 1: Transition Planning & Governance

1. System Access:

a. Secure and validate all necessary user accounts and credentials for the new Contractor team. This includes:

i. All test environments for the application(s).

ii. SpiraPlan (or other test management tools).

iii. Defect tracking tools (e.g., Jira).

iv. Automation Tools (e.g., Selenium) and script repositories.

v. Requirement/Design repositories

vi. Communication tools (e.g., email, Teams).

D. Phase 2: Environment & Access Provisioning

1. System Access:

a. Secure and validate all necessary user accounts and credentials for the new Contractor team. This includes:

i. All test environments for the application(s).

ii. SpiraPlan (or other test management tools).

iii. Defect tracking tools (e.g., Jira).

iv. Automation Tools (e.g., Selenium) and script repositories.

v. Requirement/Design repositories

vi. Communication tools (e.g., email, Teams).

2. Hardware and Connectivity:

a. Ensure all new team members have the required hardware and VDI configurations to connect to client environments securely.

3. Test Data Access:

a. Gain access to test data repositories and understand the procedures for requesting or generating new test data.

E. Phase 3: Process & Framework Knowledge Transfer

1. UAT Process & Procedures:

a. Conduct detailed workshops on the end-to-end process, procedures, and framework for UAT.

b. Review the overall SDLC (Software Development Life Cycle) and where UAT fits in (e.g., entry/exit criteria, release cadence).

c. Review all Policy Training materials, including client-specific compliance.

2. Defect Management:

a. Receive comprehensive training on defect logging procedures.

b. Walkthrough defect lifecycle (e.g., new, assigned, fixed, retested, closed), severity/priority definitions, and triage meeting processes.

3. Requirements & Test Design:

a. Review the requirements and design structure and storage, including how business requirements, functional specifications, and user stories are documented and accessed.

b. Review the process for requirements analysis and traceability.

c. Receive and review all test case templating and functionality guidelines, including standards for writing test steps, expected results, and naming conventions.

4. Reporting & Sign Off:

a. Review all UAT reporting templates (e.g., daily status, test summary reports) and their distribution lists.

b. Understand the formal UAT sign-off process and associated deliverables.

F. Phase 4: Technical & Application Knowledge Transfer

1. System Training:

a. Participate in formal System Training (functional workshops) on the application(s) under test, led by the incumbent vendor or client business analysts.

b. Review all existing system documentation, user manuals, and functional specifications.

2. Tool-Specific Training:

a. Conduct a deep-dive review of the framework configuration, including custom fields, workflows, and dashboard/reporting setup.

b. Review the existing structure for test repositories, test sets, and execution tracking.

3. Automation Handover:

a. Conduct a full handover of the Automation Tool and scripts.

b. Perform a detailed walkthrough of the automation framework architecture, coding standards, and object repositories.

c. Review processes for script maintenance, execution (including any pipeline integrations), and results analysis.

G. Phase 5: Shadowing & Validation

1. Shadowing (Newly Awarded Contractor Observes)

a. The new Contractor team shadows the incumbent vendor during a live UAT test cycle to observe all activities in practice (e.g., test planning, execution, defect triage, reporting).

2. Reverse Shadowing (Newly Awarded Contractor Performs)

a. The new Contractor team takes the lead on a UAT cycle (or a portion of one) while the incumbent vendor monitors, provides support, and validates that all processes are being followed correctly.

3. Asset Handover

a. Complete the formal transfer and validation of all UAT assets, including the full test case repository (e.g., SpiraPlan export or access turnover), automation script codebase, and all process documentation.

H. Phase 6: Go Live: & Post-Transition Support

1. Go-Live

a. Formally transition all UAT responsibilities from the incumbent to the new Contractor on the agreed-upon date.

2. The incumbent vendor remains available for a transitional period of 2-4 weeks to support the new Contractor before final transition sign-off.

3. Transition Sign-Off:

a. Conduct a final meeting to confirm all transition activities are complete and obtain formal sign-off from the client.

2.8 UAT REPORTING

A. The Contractor **shall** provide a weekly status report on all activities performed.

1. The report **must**:

a. Be submitted on a mutually agreed upon day.

b. Be in a format approved by DHS.

c. Include:

i. Resource status

ii. Project status

iii. Accomplishments

iv. Risks or issues

v. Concerns

B. The Contractor **shall** provide a monthly contract review.

1. The report **must** include, but is not limited to:

a. Prior months meeting minutes

b. Prior month action items

c. Key performance indicators

d. New action items

C. DHS may amend the required content of each report at any time. DHS may also request additional information or data in relation to a report that has been already submitted.

2.9 MEETINGS

A. The Contractor **shall** continuously participate in ongoing project meetings and conduct stakeholder interviews to understand the processes, procedures, and tools used in the project environments.

2.10 PERSONNEL

A. DHS will provide the following staffing positions:

1. DHS State UAT Manager:

    a. Sets the overall direction for the UAT Team and interface with the UAT Manager and UAT Leads provided by the UAT Contractor.

2. DHS State UAT Leads

2. State Subject Matter Experts (SMEs) familiar with the programs (UAT testers).

B. The Contractor **shall** provide the following staff positions without limitation.

1. Available at contract start:

    a. UAT Manager (One (1))

    b. First Lead (One (1))

        i. **Must** be dedicated to this contract one hundred percent (100%) of the time.

    c. Second Lead (One (1))

        i. **Must** be dedicated to this contract one hundred percent (100%) of the time.

    d. Third Lead (One (1))

        i. **Must** be dedicated to this contract one hundred percent (100%) of the time.

2. Available within ten (10) business days of contract start:

    a. UAT Testers (Ten 10))

3. Available within thirty (30) calendar days of contract start:

    a. UAT Testers (25)

    b. Bilingual (Spanish) UAT Tester (One (1))

C. The Contractor's personnel working under this contract **shall** work remote.

1. Minimum hours are from 8:00 am to 5:00 pm Monday through Friday CST.

2. Additional hours outside of the normal schedule, when required by DHS, to accommodate business needs.

D. The Contractor **shall** commit to using the personnel identified in this contract.

1. The Contractor **shall** replace, reassign, add, and eliminate project personnel as requested by DHS.

2. Requests **must** be fulfilled within thirty (30) days of the original request.

E. The Contractor **shall** obtain DHS approval before replacing, reassigning, adding, or eliminating key personnel during the contract period.

1. Replacement personnel **shall** have skills that DHS agrees are equal to or superior to the individual(s) being replaced.

2. The Contractor **shall** provide resumes and allow DHS the opportunity to interview and approve replacements or additions upon DHS' request.

F. The Contractor **shall** disclose to the DHS UAT Manager any other projects or regular duties, outside of the ARIES UAT work included in this IFB, to which personnel will be assigned and **shall** indicate the time allocated for each project.

G. The Contractor **shall not** assign any projects or duties outside the scope of work for this IFB without the written consent of the DHS UAT Manager.

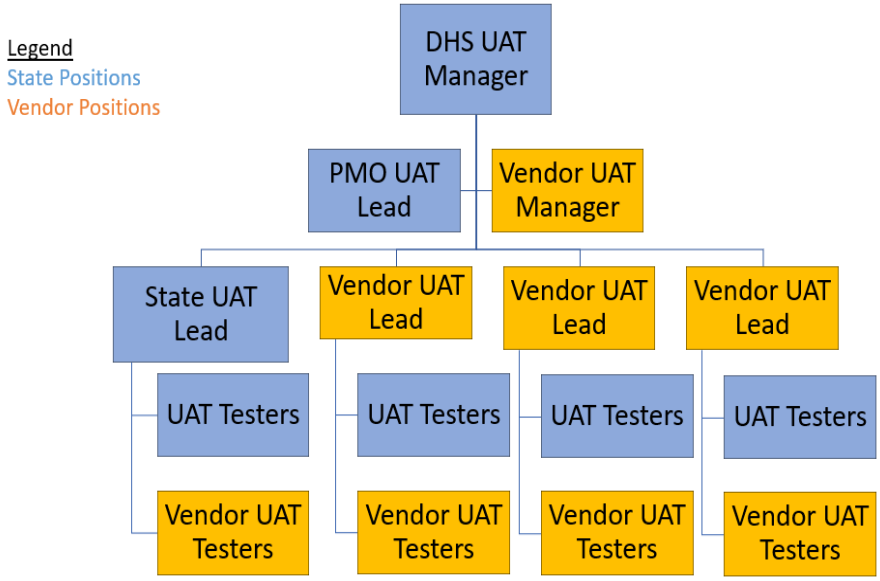
2.11 STAFFING CONTINUITY PLAN

A. The Contractor **shall** provide a staffing plan for DHS approval within 30 calendar days of the contract's actual start date that includes, but is not limited to the following topics:

1. A provision to address the vacancies of the UAT Lead, UAT Manager or UAT Testers. In the event of the vacancy of key personnel, the Contractor **shall** provide replacement candidates to DHS for review within 15 calendar days of the Contractor learning of the vacancy. DHS will have the right to approve or reject proposed replacements if they do not meet the minimum requirements set forth in the IFB.
2. Policies and plans for maintaining continuity of personnel assignments throughout the performance of any contract resulting from this IFB.
3. Contingency plans to avoid and minimize the impact of any unexpected personnel changes.
4. Planned backup resources for key personnel.
5. Plans to account for staff unavailability due to both planned and unplanned leave. This should include plans to account for both short absences (e.g., 1-2 weeks) and longer absences (e.g., more than 2 weeks) while maintaining capacity needed to support testing needs.

2.12 ORGANIZATION

A. UAT Organizational Structure (number of State UAT Leads and State UAT Testers will vary):



B. The Contractor **shall** provide a proposed organizational chart for DHS approval showing all proposed personnel by name, job title, and lines of supervision.

1. The organizational chart **must** display the overall business structure.

2. The Contractor **shall** deliver the organizational chart to DHS within thirty (30) calendar days of the contract start date.

2.13 STATE-PROVIDED SERVICES

A. State-provided software includes, but is not limited to:

1. Office 365
2. JAWS
3. SpiraPlan
4. JIRA
5. Cognos
6. Smart Bear
7. DBeaver
8. SharePoint
9. Opcon
10. SOAPUI
11. IBM Level Access
12. IBM Equal Access
13. Selenium (currently in use for automation. State is considering other options)
14. Tortoise SVN
15. WinSCP
16. DB2
17. Eclipse
18. Java JDK
19. Subclipse
20. Beyond Compare
21. Secure CRT and Secure FX
22. Adobe
23. Snagit
24. Putty
25. WinZip

B. The Contractor **shall** provide laptops, any other hardware, and any other software the Contractor deems necessary to support the requirements of this IFB.

1. DHS will provide access to virtual machines to perform work within the State network.

2. Additional software and tools would be added value at no cost to the State.

2.14 TRAINING

A. The State will provide training to all Contractor resources.

1. The Contractor **shall** participate in all training and pass all testing administered by the State and/or incumbent vendor.
2. The Contractor **shall** continuously participate in all ongoing training and certifications required by the ARIES project.
3. The Contractor **shall** pass any written or verbal tests given by DHS regarding the materials presented in trainings.
4. State and Contractor UAT Leads **shall** perform test execution in addition to managing their group of testers.

2.15 TRANSITION PLAN

A. DHS reserves the right to request submission of a transition plan and/or the timely delivery of any DHS data, contract deliverables, at any time, for any reason, during the contract term.

B. Upon DHS request and within 30 calendar days from the date of request, the Contractor **shall** submit for DHS approval a detailed plan for transitioning all contracted services to DHS, or to another Contractor selected by DHS to provide the contracted services.

1. The Contractor **shall not** implement the plan until it has received DHS's written approval of the plan, including pre-approval of the format and delivery method of all proprietary data, and all contract deliverables.
2. The Contractor **shall** take all reasonable action to provide a minimally disruptive turnover.

C. The plan **must** include, but is not limited to, the following:

1. Contractor's proposed approach to the transition
2. List of Contractor's tasks, subtasks, and schedule for all transition activities
3. Contractor's organizational chart and staffing matrix, for all staff responsible for transition activities including title, telephone number, and email address
4. Operational tasks and procedures necessary to support ongoing operations during transition
5. A detailed description of the services required by the new Contractor to complete the transition
6. A detailed description of the transfer of proprietary data. DHS will pre-approve the format and delivery method of all proprietary data, and the plan **must** include, at minimum, the following:
    a. Provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS 30 calendar days prior to the contract end date.
    b. Provisions for the delivery of all proprietary data collected and/or created during the final 30 business days of the contract.
        i. Any proprietary data not captured in the initial delivery **must** be delivered no more than 15 business days following the contract end date.
    c. DHS reserves the right to request re-submission of any proprietary information deemed unacceptable after the Contractor's initial transfer.

D. The Contractor **shall** work in good faith and cooperate with any new Contractor and the State during a transition period.

E. The Contractor **shall** participate in any transitional meetings as requested by the new vendor and the State.

F. The Contractor **shall** coordinate and cooperate with the new vendor in the transition of services as follows (or as otherwise required by DHS):

1. 90 days from contract end date, the Contractor **shall** facilitate virtual “shoulder to shoulder” observation of all aspects of the day-to-day contractual operations by new vendor for 30 days.
2. 60 days from contract end date, the new vendor will assume primary contractual responsibilities and facilitate incumbent vendor virtual “shoulder to shoulder” support for a minimum of 30 days.
3. 30 days from the contract end date, the Contractor **shall** remain available for questions and technical assistance for new Contractor and the State on an as-needed basis.
4. Ten (10) business days after the completed transition, Contractor **shall** provide DHS with a Transition Results Report documenting the results of each step of the transition plan.
    a. The transition **must not** be considered complete until this document is approved by DHS.

2.16 ORGANIZATIONAL OR PERSONAL CONFLICT OF INTEREST

A. For the purpose of this Solicitation and the resulting contract, “Conflict of interest” means the following:

1. Because of other activities or relationships with other persons, the Contractor is unable or potentially unable to render impartial assistance or advice to the State;
2. The Contractor’s objectivity in performing the contract work is or might be otherwise viewed as compromised;
3. The Contractor has or is perceived as having impaired objectivity; or
4. The Contractor has an unfair competitive advantage.

B. For the purposes of this Solicitation and the resulting contract, “impaired objectivity" includes without limitation the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

1. Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be currently utilized or utilized in the future by a person, organization, or institution in the course of implementing any program administered by DHS;
2. Connections access to program details, information, or methodologies that might require or encourage the use of specific products, property or services; or
3. Significant identification with philosophical viewpoints or other non-public information that might require or encourage the use of specific products, property or services.

C. A conflict of interest may result when:

1. Activities or relationships create an actual, apparent, or potential conflict of interest related to the performance of the resulting contract; or
2. The nature of the resulting contract creates an actual, apparent, or potential conflict of interest with respect to the Contractor in relation to future contracts with the State.

D. The Contractor **shall** disclose all relevant information of actual, apparent, or potential conflict of interest appearing to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the Contractor.

E. Actual, apparent, or potential conflicts of interest may result from, but are not limited to:

1. Unequal access to information – The Contractor has access to non-public information, including without limitation, data, plans, policies, and other knowledge, through its performance on a government contract;

2. Biased ground rules – The Contractor has worked, in one government contract or program, on the basic structure or ground rules of another government contract or future government contract. For example, the Contractor **shall not** use information gained from the resulting contract to counsel current or future beneficiaries on the provision of services provided now or in the future by the Department; or

3. Impaired objectivity.

F. The Contractor **shall** disclose any actual, apparent, or potential conflict of interest regardless of their own opinion that such an actual, apparent, or potential conflict of interest would not result in impaired objectivity.

G. The Department may restrict or modify the work to be performed by the Contractor to avoid or reduce the actual, apparent, or potential conflict of interest.

H. Remedies

1. The State may terminate the resulting contract for convenience, in whole or in part, if it determines that termination is necessary to avoid an actual, apparent, or potential conflict of interest or if the contractor fails to provide a mitigation plan for an actual, apparent, or potential conflict of interest that is satisfactory to the Department.

2. The Contractor **shall** reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest as determined by the Department.

3. If the Contractor was aware of an actual, apparent, or potential conflict of interest prior to award or discovered an actual, apparent, or potential conflict of interest after award and misrepresented or did not disclose relevant information to DHS, the State may terminate the contract for default, debar or suspend the contractor, or pursue such other remedies as may be permitted by law or the resulting contract.

4. If the Department has accepted a mitigation plan from the Contractor to minimize any actual, apparent, or potential conflict of interest and there is a violation of the mitigation plan, the Contractor **shall** be liable to the Department as outlined in the Performance Based Contracting standards presented in Table A.

5. In cases where remedies short of termination have been applied, the Contractor **shall** eliminate the conflict of interest or mitigate it to the satisfaction of DHS. This may include creating or revising a mitigation plan.

I. The Contractor **shall** include provisions in every subcontract or consultant agreement that conform substantially to this section, including the specific remedies and terms of this paragraph (2.16G).

2.17 CONTRACT DISPUTES

A. The Contractor **shall** notify the DHS Division Director in writing of any dispute or controversy concerning the State's performance under the Contract.

1. Including, without limitation, disputes or controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recission.

B. The Contractor **shall** proceed diligently with the performance of the Contract and in accordance with DHS instructions pending final determination of any controversy hereunder.

2.18 CONTRACT REMEDIES

A. The Contractor **shall** be liable to the State for all actual and direct damages caused by the Contractor's default.

B. The State may self-perform or buy substitute deliverables from a third party for those that were to be provided by the Contractor.

C. The State may recover the costs associated with self-performance or acquiring substitute deliverables, less any expenses or costs avoided by the Contractor's default.

D. If actual and direct damages are uncertain or difficult to determine, or are otherwise not addressed in the resulting contract, the State may recover liquidated damages.

E. Unless otherwise specified, liquidated damages will be in the amount of 1% of the value of the order, deliverable, or milestone that are the subject of the default, for every day that the default is not cured by the Contractor.

F. Any liquidated damages agreed upon in the Performance Standards attachment must apply and the State will not invoke duplicative damages.

G. The State may withhold payment or set off the amount of liquidated damages, other damages, or any other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under the resulting contract, against any payments due to the Contractor under the resulting contract.

2.19 STATE AND FEDERAL LAWS

A. The Contractor **shall** comply with applicable State and Federal laws, regulations, and policies in the performance of the contracted services.

B. If a newly enacted statute, regulation, or policy requires a change to the Contract or any attachment thereto, the Contractor **shall** deem this Contract and any attachment automatically amended to comply with the newly enacted statute or regulation as of its effective date.

C. The Contractor **shall** subsequently cooperate in good faith to formally amend the Contract to comply as mandated through either a change order or amendment, whichever is deemed necessary under applicable laws and/or rules.

2.20 PROPERTY AND SOFTWARE

A. All documents and deliverables prepared by the Contractor and accepted by DHS **must** become the property of DHS and **must not** be used for any other purpose by Contractor without DHS's specific written consent.

B. 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:

1. **Must** remain property of the State
2. **Must** be kept confidential
3. **Must** be used only as expressly authorized
4. **Must** be returned at the Contractor's expense to the F.O.B. point provided by DHS or OSP.

C. The Contractor **shall** properly identify items being returned.

D. Property, including intellectual property, acquired or created by Contractor as a Contract deliverable or as a result of its performance of contract services, is the property of DHS that **must** be used only as expressly authorized and kept confidential as permitted or required by law.

E. The Contractor **shall** be responsible for the proper custody and care of all DHS owned property, including DHS owned property used in connection with the performance of this contract, and Contractor agrees to reimburse DHS for its loss or damage due to negligence, theft, vandalism, or Acts of God.

F. In accordance with Arkansas Code § 19-60-106, any data received or stored by a Contractor for storage services, software services, or any other Contract service is the property of DHS.

G. For the purposes of this section, "Data" means recorded information, regardless of form or characteristic.

H. DHS reserves the right to request that Contractor provide a detailed data transition plan and/or return its data at any time, for any purpose.

I. The Contractor will have access to all applications software that DHS requires Contractor to use in the performance of the services covered in the resulting contract, subject to customary confidentiality and other license terms and conditions.

J. No changes in the applications software may be made without the written consent of DHS if the change would have the effect of causing DHS to incur additional costs for either hardware or software upgrades or both.

K. The Contractor **shall** allow DHS to retain ownership of any code, algorithm, or methodology that is created for DHS or used in the development of a deliverable under a resulting contract.

L. Any applications software developed by Contractor in the performance of the services under the resulting contract **must** become the property of the State of Arkansas at no additional cost.

M. Any existing software applications owned by Contractor and used in the performance of the services under the resulting contract **must** be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

N. The Contractor **shall** provide DHS ownership of any software that is designed, developed, installed, or enhanced with Federal funding per Federal Financial Participation (FFP) (45 CFR 95.617).

O. The Contractor **shall** provide DHS with a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for federal and state government purposes software, modifications to software, and documentation that is designed, developed, installed, or enhanced with Federal funding FFP (42 CFR 433.112).

2.21 CONFIDENTIALITY OF INFORMATION

A. In connection with this Contract, Contractor may receive certain Confidential Information relating to DHS clients and business operations.

1. Any information furnished or made available to Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities, or information relating to recipients and providers including, but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as “Confidential Information.”

B. The Contractor **shall** comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division’s designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards.

C. The Contractor **shall** implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by Arkansas Code § 4-110-104, the Personal Information Protection Act (“the Act”).

D. The Contractor **shall** comply with the Business Associate Agreement (BAA) between the Parties, *which is non-negotiable as presented by DHS,* and incorporated herein by reference.

1. The Contractor **shall** disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach via email to dhs-it-security@arkansas.gov.

E. The Contractor **shall** treat all Confidential Information obtained through its performance under the Contract as Confidential Information as required by state and federal law.

1. The Contractor **shall not** use any information obtained in any manner except as necessary for the proper discharge of its obligations.

F. The Contractor **shall** acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such

party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation.

G. The Contractor **shall** safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F.

1. The Contractor **shall** comply with 45 CFR Parts 160 and 164.

2. The Contractor **shall** restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

2.22 AUDIT REQUIREMENT

A. The Contractor **shall** comply with DHS audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines."

B. Copies may be obtained from:

Arkansas Department of Human Services Office of Payment Integrity Audit Coordination
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

2.23 EXPIRATION OR TERMINATION PROCEDURE REQUIREMENTS

A. Upon delivery by electronic mail or certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor **shall** complete the following unless otherwise directed by DHS:

1. Stop work under the resulting contract on the date and to the extent specified in the Notice of Termination which may or may not be the same date as contract termination.

2. Place no further orders or enter into any additional subcontracts for services.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to DHS in the manner and to the extent directed by the DHS representative all of the rights, title, and interest of the Contractor in the orders or subcontracts so terminated.

   a. DHS will have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts.

5. With the approval or ratification of the DHS representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of the resulting contract.

6. Transfer title to DHS and deliver in the manner, at the time, and extent directed by the DHS representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.

7. Complete the performance of such part of the work that was not terminated by the Notice of Termination or date of stop work order.

8. Take such action as may be necessary, or as the DHS representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DHS has or may acquire an interest.

B. The Contractor **shall** proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this subsection.

2.24 TERMINATION CLAIMS

A. After receipt of a Notice of Termination, Contractor **shall** submit to DHS all outstanding claims within ten (10) business days. Contractor and DHS may agree upon the amounts to be paid to Contractor by reason of the total or partial termination of work as described in this section.

B. In the event the Parties fail to agree, in whole or in part, on the amount due to Contractor in connection with the total or partial termination of work, DHS will determine, on the basis of information available, the amount, if any, due to Contractor by reason of termination and will pay to Contractor the determined amount.

2.25 INSURANCE REQUIREMENTS

A. Prior to contract award, the Contractor **shall** furnish an approved "Certificate of Insurance" and **shall** maintain the insurance Requirements throughout the contract and any/all extensions. The insurance **must** not be modified without DHS approval.

B. The Contractor **shall** maintain insurance for the contract period and any resultant renewals in the minimum amount:

1. $1,000,000 per occurrence general liability; and
2. $3,000,000 aggregate, for professional liability, negligence, errors and omissions, and public liability.

C. The insurance **must** have limits sufficient to cover losses resulting from or arising out of Contractor's action or inaction in the performance of the contract by the Contractor, its agents, servants, and/or employees.

D. The insurance **must** cover and continue to cover all occurrences during the term of this contract and any extensions thereof.

E. All insurance policies **must** be with a company licensed by the State of Arkansas to do business and to provide such policies.

2.26 LIMITATION OF LIABILITY

A. DHS will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services.

B. The Contractor **shall** retain total liability for equipment, software and technical and business or operations literature. DHS will not at any time be responsible for or accept liability for any Contractor-owned items.

C. All limitations in the resulting contract are only to the extent such limitations do not impose unlawful indemnification on the State.

D. Notwithstanding any other limitation provisions, the Contractor **shall** be liable for any other direct loss or damage to the State caused by the gross negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of the Contractor or Contractor's employees or agents during its performance under the resulting Contract.

E. Notwithstanding any other limitation provisions, the Contractor **shall** be liable for any direct loss to the State for bodily injury, death, or damage to property of the State caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of the Contractor or Contractor's employees or agents during its performance under the resulting Contract.

F. Notwithstanding any other limitation provisions, the Contractor **shall** be liable for any penalties, sanctions, and disallowances assessed against DHS by Federal authorities for noncompliance with Federal regulations and standards as a result of conduct of Contractor or Contractor's employees or agents during its performance under the resulting Contract.

G. The Contractor's liability for damages to DHS **shall** be limited to the value of the Contract or $5,000,000, whichever is higher.

1. The foregoing limitation of liability **must not** apply to claims for:

a. Infringement of United States patent, copyright, trademarks, or trade secrets.

b. To claims for personal injury or damage to property caused by Contractor's gross negligence or willful misconduct.

c. To claims covered by other specific provisions of the resulting contract calling for damages.

d. To court costs or attorney's fees awarded by a court in addition to damages after litigation based on the resulting contract

e. Any penalties, sanctions, or disallowances assessed against the State by Federal authorities due to Contractor's or its subcontractors' noncompliance with Federal laws, regulations, or standards.

D. The Contractor and DHS will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

1. In the event that either party to the resulting contract deems it necessary to take legal action to enforce any provision of the contract and DHS prevails, the Contractor **shall** pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer.

2. Legal action **must** include administrative proceedings.

2.27 REQUIRED NOTICES

A. The Contractor **shall**:

1. Immediately notify DHS of any proceedings or investigations, pending or threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over Contractor or its properties:

a. Seeking to prevent the consummation of any of the transactions contemplated by this Contract; or

b. Seeking any determination or ruling that might materially and adversely affect Contractor's performance of its obligations hereunder, or the validity or enforceability of this Contract.

2. Notify DHS of any adverse action made by a state or federal entity against Contractor.

a. The Contractor **shall** provide written notice to DHS within thirty (30) calendar days of the imposition of the adverse action including but not limited to: (i) placement on a Corrective Action Plan (CAP); (ii) imposition of penalties or damages; (iii) filing a below standard Vendor Performance Report (VPR); or (iv) placement on the Medicaid exclusion list.

3. Provide to DHS at least ninety (90) days' advance written notice of any change to Contractor's Taxpayer Identification Number (TIN), Employer Identification Number (EIN), or Tax-Exempt Status conversion.

2.28 ADDITIONAL FEDERAL CONTRACT REQUIREMENTS

A. The Contractor **shall** comply with related FNS Required Federal Provisions and the following:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60).

a. The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

2. The Clean Air Act, Section 306.

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform

such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

3. The Clean Water Act:

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation’s water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assisting activities, and setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or

requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. (2) In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

4. The Anti-Lobbying Act.

   a. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

      No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Confess in connection with this federal grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

   c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

5. The Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. The Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

   a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

   b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

   c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

   Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

7. The Contractor **shall** comply with debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

    a. The applicant certifies that it and its principals:

        i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

        ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

        iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

        iv. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

    b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

8. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

2.29 PERFORMANCE STANDARDS

A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Table A: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.

C. Performance Standards **must not** be amended unless they are agreed to in writing and signed by the parties.

D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

F. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

G. The Contractor's failure to comply with Contract obligations, any applicable State and federal laws, regulations, and policies in performance of the Contract services **shall** be deemed insufficient and unacceptable performance.

H. During the term of the contract, the State will complete sufficient performance evaluation(s) to determine if the Contractor's performance is acceptable. The State's determination of "Acceptable

Performance" as defined herein will be final and controlling. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend, respond to, or cure the insufficiency to the satisfaction of the State.

I. The State will have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include Contractor input so as to establish standards that are reasonably achievable.

J. Unless outlined differently in the table below, acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.

K. Penalties will be calculated from the total payment for the month in which the deficiency took place and assessed in a future months' payment to Contractor. DHS may impose the below damages for insufficient performance cumulatively, or independently. The State may consider possible pro-rata application of damages as it determines by circumstances giving rise to the non-compliance incident(s) within the State's sole discretion.

L. Upon DHS request, a Corrective Action Plan (CAP) **must** be submitted for DHS approval within ten (10) business days of the request. DHS will request a CAP as a first step for all contractual non-compliance or poor performance.

M. DHS reserves the right to impose additional penalties to those stated below, including without limitation: Withholding payment on future invoices until the Contractor is in full compliance; Maintaining a below standard Vendor Performance Report (VPR) in the vendor file for the Contractor; and Terminating the Contract.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Develop and Maintain UAT Project Plan (See section 2.5)	100% compliance with all service criteria.	A 50% penalty will be assessed in the following months' payment(s) to the Contractor for each 30 day period the Contractor is not in full compliance with these service criteria. The fifty 50% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. If the initial UAT project plan is not delivered within 61 calendar days after the contract start date, DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file • Contract termination
DHS Functional Requirements Knowledge (See section 2.6)	100% compliance with all service criteria as determined by DHS.	A 50% penalty will be assessed in the following months' payments to the Contractor for each 30 day period the Contractor is not in full compliance with the Service Criteria. The 50% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. If the formal presentation is not delivered within 91 calendar days after the contract start date, DHS reserves the right to impose additional penalties including but not limited to: • Withholding payment on future invoices until Vendor is in full compliance. • Submission of a substandard VPR maintained in the State's vendor file. • Contract termination
UAT Reporting (See section 2.8)	100% compliance with all service criteria as determined by DHS.	1st Incident: An acceptable CAP **must** be due to DHS within ten (10) business days of the request. 2nd Incident: A 20% penalty will be assessed in the following months'

		payment to the Contractor for each 30 day period the Contractor is not in full compliance with these Service Criteria. The 20% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month **must not** exceed 100% of the monthly invoice unless a 3rd incident occurs for any of the Service Criteria. 3rd Incident: DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file • Contract termination
Meetings (See section 2.9)	100% compliance with all service criteria throughout the contract term as determined by DHS.	1st Incident: An acceptable CAP **must** be provided to DHS within ten (10) business days of the request. 2nd Incident: A 20% penalty will be assessed in the following months' payment to the Contractor for each 30 day period the Contractor is not in full compliance with these Service Criteria. The 20% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month **must not** exceed 100% of the monthly invoice unless a 3rd incident occurs for any of the Service Criteria. 3rd Incident: DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file

		• Contract termination
Personnel (See section 2.10)	100% compliance with all service criteria throughout the contract term as determined by DHS.	1st Incident: An acceptable CAP **must** be provided to DHS within ten (10) business days of the request. 2nd Incident: A 20% penalty will be assessed in the following months' payment to the Contractor for each 30 day period the Contractor is not in full compliance with these Service Criteria. The 20% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month **must not** exceed 100% of the monthly invoice unless a 3rd incident occurs for any of the Service Criteria. 3rd Incident: DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file • Contract termination
Staffing Continuity Plan (See section 2.11)	100% compliance with all service criteria throughout the contract term as determined by DHS.	A 50% penalty will be assessed in the following months' payment to the Contractor for each 30 day period the Contractor is not in full compliance with these service criteria. The 50% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. If the initial Staffing Continuity Plan is not delivered within 61 calendar days after the contract start date, DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file

		• Contract termination
Organization (See section 2.12)	100% compliance with all service criteria throughout the contract term as determined by DHS.	1st Incident: An acceptable CAP **must** be provided to DHS within ten (10) business days of the request. 2nd Incident: A 20% penalty will be assessed in the following months' payment to the Contractor for each 30 day period the Contractor is not in full compliance with these Service Criteria. The 20% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month **must not** exceed 100% of the monthly invoice unless a 3rd incident occurs for any of the Service Criteria. 3rd Incident: DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file • Contract termination
State Provided Services (See section 2.13)	100% compliance with all service criteria throughout the contract term as determined by DHS.	1st Incident: An acceptable CAP **must** be provided to DHS within ten (10) business days of the request. 2nd Incident: A 20% penalty will be assessed in the following months' payment to the Contractor for each 30 day period the Contractor is not in full compliance with these Service Criteria. The 20% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month **must not** exceed 100% of the monthly invoice unless a 3rd incident occurs for any of the Service Criteria. 3rd Incident: DHS reserves the right to impose additional

		penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file • Contract termination
Training (See section 2.14)	100% compliance with all service criteria throughout the contract term as determined by DHS.	1st Incident: An acceptable CAP **must** be provided to DHS within ten (10) business days of the request. 2nd Incident: A 20% penalty **must** be assessed in the following months' payment to the Contractor for each 30 day period the Contractor is not in full compliance with these Service Criteria. The 20% penalty **must** be calculated from the total payment for the identified month in which the deficiency took place. The total of all damage credits in any given month **must not** exceed 100% of the monthly invoice unless a 3rd incident occurs for any of the Service Criteria. 3rd Incident: DHS reserves the right to impose additional penalties including, but not limited to: • Withholding payment on future invoice until the Contractor is in full compliance • Submission of a substandard VPR maintained in the State's vendor file • Contract termination
Conflict of Interest Mitigation (See section 2.16)	100% compliance with all service criteria throughout the contract term as determined by DHS.	The Contractor will be fined $5,000 for each instance of non-compliance with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor **shall** disclose all actual, apparent, or potential conflicts of interest to DHS within five (5) calendar days of having knowledge of them. The Contractor **shall** develop a mitigation plan which **must** be

		approved and accepted by DHS. Any changes to the mitigation plan **must** be approved in advance by DHS.
Exit Transition Plan (See section 2.15)	100% compliance with all service criteria throughout the contract term as determined by DHS.	If the Contractor fails to meet the acceptable performance standard, DHS may issue a below standard VPR maintained in the vendor file. Final payment may be withheld from the Contractor until all elements of the transition are satisfied as determined by DHS.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).

1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

B. A single Prospective Contractor shall be identified as the prime contractor.

1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

C. By submitting a bid, the Prospective Contractor represents and warrants:

1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.

   a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's Office for investigation and appropriate legal action (Arkansas Code §§ 19-61-403 and 19-61-702).

2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.

D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2 GENERAL TERMS AND CONDITIONS

A. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code § 19-4-1206).

1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order (PO) number and/or the contract number should be referenced on each invoice.

   a. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.

   b. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.

2. Invoices **must** be sent to the "Invoice To" point shown on the PO and will be paid in accordance with applicable State accounting procedures.

3. The Contractor **shall** be paid upon completion of all of the following:

   a. Submission of an original and the specified number of copies of a properly itemized invoice in a format approved by DHS;

   b. Delivery and DHS acceptance of the commodity, goods, or services; and

   c. Proper and legal processing of the invoice by all necessary State agencies.

4. The Contractor **shall** submit all billing invoices as required by the Contract and **shall not** withhold invoicing due to ongoing dispute(s) with DHS.

   a. Any payments withheld by DHS due to unacceptable or insufficient performance **shall not** be subject to late payment penalties, interest, or any other liability associated with late payment.

Additionally, any Corrective Action Plans (CAP) related to the dispute(s) will remain in place until all assessed penalties are received by DHS.

b. DHS may, at its sole discretion, release the CAP(s) prior to receiving assessed penalties if it determines release is in the State's best interest.

5. The Contractor **shall** submit all final billing invoices within sixty (60) days of contract expiration. Any billing for services rendered during a particular State Fiscal Year (SFY) which are not submitted within ninety (90) days of the end of the SFY will not be paid.

6. Payments for completed services or deliverables satisfactorily delivered to and approved by DHS **must** be at the contract price.

7. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by DHS **must** be at a price mutually agreed upon by Contractor and DHS.

B. Certifications

1. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

a. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code § 25-1-503).

b. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code § 25-1-1102).

2. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code § 19-60-105).

3. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code § 25-1-1203).

3.3 TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

B. Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.

2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.

3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.

5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.

6. Integrating into networks used to share communications among employees, program participants, and the public.

7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

F. The proposed commodities, services, or both **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can found here. Only those standards that are fully promulgated or have been approved by the Governor’s Office apply to the solution.

3.4 PROPRIETARY INFORMATION

A. The release of public records is governed by the Arkansas Freedom of Information Act (FOIA) (Arkansas Code § 25-19-101 et. seq.). Submission documents pertaining to the Solicitation become the property of the State and may be subject to FOIA. In accordance with FOIA, and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

B. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.

C. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received

such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

D. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

E. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.

F. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

BID RESPONSE PACKET

S000000505

User Acceptance Testing

BID SIGNATURE PAGE

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	

PROSPECTIVE CONTRACTOR CONTACT INFORMATION *Provide contact information to be used for Solicitation related matters.*			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY

☐ YES, a redacted copy of submission documents is enclosed.

☐ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, except for financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See the *Proprietary Information* section of the Solicitation.

REQUIRED CERTIFICATIONS

By signing and submitting a response to this Solicitation, Prospective Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

Prospective Contractor represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this Solicitation. The Prospective Contractor further represents, warrants, and certifies in shall in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance during the aggregate term of a contract resulting from this Solicitation.

An official authorized to bind the Prospective Contractor to a resultant contract **shall** sign below. The signature below signifies agreement that any exception that conflicts with a Requirement of this Solicitation may cause the Prospective Contractor's bid to be rejected.

Authorized Signature: _____ **Title:** _____

Printed/Typed Name: _____ **Date:** _____

SUBMISSION REQUIREMENTS CHECKLIST

The following items **must** be submitted with the Prospective Contractor's bid*:*

- ☐ *Bid Signature Page*
- ☐ *Proposed Subcontractors Form*
- ☐ *IFB Requirement Acknowledgements*
- ☐ Copy of Prospective Contractor's *Equal Opportunity Policy*
- ☐ *Official Bid Price Sheet*

The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid:

- ☐ EO 98-04: *Contract and Grant Disclosure Form*
- ☐ *Voluntary Product Accessibility Template* (VPAT), if applicable

PROPOSED SUBCONTRACTORS FORM

Prospective Contractors **shall** complete the form for all subcontractors the Prospective Contractor proposes to use under a resulting contract (*Services Contract (SRV-1) Fillable Form*, section 14). If the Prospective Contractor does not intend to use subcontractor(s), Prospective Contractor should indicate so by checking the appropriate box.

Prospective Contractors should not include additional information relating to subcontractors on this form or as an attachment to this form.

Prospective Contractor proposes to use the following subcontractor(s) under a resulting contract:

SUBCONTRACTOR'S COMPANY NAME	SERVICE PERFORMED	STREET ADDRESS	CITY, STATE, ZIP

☐ **Prospective Contractor does not propose to use subcontractors under a resulting contract.**

IFB REQUIREMENT ACKNOWLEDGEMENTS

Prospective Contractor represents, warrants, and certifies that:

- ☐ NO, the Prospective Contractor is not the creator of the software being tested
- ☐ YES, the Prospective Contractor has performed at least three (3) similar functional services for other state government entities within the past five (5) years.
- ☐ YES, the Prospective Contractor has key personnel to assign to the State's account who have at least:

  Three (3) years of experience working on relevant projects supporting state human service programs such as Medicaid, CHIP, SNAP, or TEA.

  Five (5) years of previous experience of UAT work on at least one (1) eligibility engagement that supported multiple benefit programs.

Authorized Signature: _____ **Title:** _____

Printed/Typed Name: _____ **Date:** _____

Official Solicitation Price Sheet
S000000505 User Acceptance Testing (UAT)
Arkansas Department of Human Services

Prospective Contractors Name:

1 Prospective Contractor should enter name in the blue-shaded cell at the top labeled Prospective Contractor name.
2 Prospective Contractor shall enter responses in the blue-shaded cells only and shall not otherwise alter this sheet.
3 For Items 1-4 (Table 1), Prospective Contractor shall enter the "Cost Per Month" for each specified position required to be provided in the blue-shaded cells.
4 The total for each row 1-4 will automatically populate " Estimated Monthly Rate."
5 The total for Table 1 will automatically populate "Total Estimated Monthly Rate.
6 For Items 5-8 (Table 2), Prospective Contractor shall enter the "Cost Per Month" for each of the additional positions as requested in the blue-shaded cells.
7 The total for each row 5-8 will automatically populate "Estimated Monthly Rate."
8 If this price sheet does not allow for accurate pricing, Prospective Contractor should notify the OSP Procurement Specialist during the Clarification of Solicitation period.

Table 1: To be used in low-cost determination (See IFB Section 2.10 B)

Item	UAT Position	Cost Per Month	Estimated Number of Positions	Estimated Monthly Rate
1	UAT Manager		1	$0.00
2	UAT Lead		3	$0.00
3	UAT Tester		35	$0.00
4	UAT Bilingual (Spanish) Tester		1	$0.00
			Total Estimated Monthly Rate	**$0.00**

Table 2: Not to be used in low-cost determination (See IFB Section 2.10 D)

Item	UAT Position	Cost Per Month	Estimated Number of Positions	Estimated Monthly Rate
5	Additional UAT Manager		1	$0.00
6	Additional UAT Lead		1	$0.00
7	Additional UAT Tester		1	$0.00
8	Additional Bilingual (Spanish) Tester		1	$0.00