

Question ID	RFP Reference (page number, section number, paragraph)	Specific RFP Language	Question	Response
Example				
1			Is there any difference in requirements or scope of work from the previously released IFB in April, 2018?	We have clarified Section 2.3 Minimum Requirements in Items C, D and E.
2			Is there an incumbent vendor? If so, who is it and is their contract available?	Cognosante Consulting, LLC is the incumbent. They will not be bidding on this IFB. Vendor contracts are not released outside of the FOIA process described at <a href="https://arkansasag.gov/resources/foia/">https://arkansasag.gov/resources/foia/</a>
3			What is the budget for this solicitation?	This is an invitation for Bid, we are seeking bids to determine final budget. The State reserves the right to negotiate final budget.
4			What is the projected start date for this contract?	See Page 2, Section 1.2 Type of Contract, Item C.
5	Page 4, Section 1.7, Subsections A (4) and B	<p><b>A. 4.</b> DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information. Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy.</p> <p>To the extent possible, all electronic files should be a single document in PDF format.</p> <p><b>B. 3.</b> The Official Bid Price Sheet, including the hard copy and electronic copy, must be separately sealed from the Bid Response Packet and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the Bid Response Packet.</p>	Our understanding of the response submission is that 1 electronic copy (via flash drive) is required for the Bid Response Packet (excluding the official Bid Price Sheet), 1 electronic copy (via flash drive) is required for the official Bid Price Sheet, and 1 hard copy (printed) is required of official Bid Price Sheet. Could you please confirm this requirement? Is the Bid Response Packet (excluding Bid Price Sheet) also required to be printed and submitted in a hard copy?	<p>One (1) electronic copy (preferably on a flash drive) of the response packet.</p> <p>One (1) hard copy of the response packet.</p> <p>One (1) electronic copy (preferably on a flash drive) of the Official Bid Price Sheet.</p> <p>Vendor's original Official Bid Price Sheet must be submitted in hard copy format.</p> <p>All electronic files should be a single document in PDF format.</p>
6	Page 19, Section 2.6, Subsections B and C	<p><b>B.</b> During the transition period (first two (2) months of the contract). The Vendor shall provide the following staff positions without limitation:</p> <ul style="list-style-type: none"> <li>• Up to three (3) Consultants</li> </ul> <p><b>C.</b> After the initial two (2) months transition period and for the duration of the contact, the Vendor shall provide the following staff positions without limitation:</p> <ul style="list-style-type: none"> <li>• One (1) IV&amp; V Lead</li> <li>• Two (2) IV&amp; V SME'S</li> </ul>	Are the 3 consultants to be provided for the first 2 months of the contract different from the 3 staff (IV&V Lead & 2 SMEs) to be provided for the rest of the contract? It would seem logical that those involved with knowledge transfer from the outgoing IV&V team would be the same staff that would provide the IV&V services. If they are expected to be different staff from those proposed to provide IV&V, please explain their role further and possibly provide a related GSA labor category for reference.	<p>AR DHS prefers that the same consultants assigned during the transition period provide the IV&amp;V services after the transition period.</p> <p>We allow the Vendor flexibility during the transition period to assign one to three Consultants, in case the Vendor needs to stagger the start dates for the Vendor's staff.</p> <p>At the end of the transition period, the Vendor must provide one IV&amp;V Lead and two IV&amp;V SMEs. At the end of the transition period, AR DHS may exercise their option to request a third IV&amp;V SME and/or a Testing SME.</p>
7	Page 19, Section 2.6, Subsection D	The Vendor shall provide the following optional staff positions upon request by DHS and subject to Federal financial participation: One (1) Testing SME; One (1) additional IV&V SME	If these 2 optional positions will be at the request of DHS, does the proposed vendor need to include their resumes within our response?	No. Resumes for the optional positions are not required before those options are exercised.
8	Page 2, Section 1.1, 2nd paragraph & Section 1.2, Subsection C	<p>1.1, Paragraph 2: During the first two (2) months of the contract resulting from this IFB, the successful Bidder shall provide up to three (3) Consultants to facilitate knowledge transfer from the outgoing IV&amp;V team. After this transition period...</p> <p>1.2, Subsection C: The anticipated starting date for the contract is 10/19/2018.</p>	Does the two (2) month transition period begin on the anticipated starting date of 10/19/2018? Or, does the two (2) month transition period take place after the intent to award date, but before the anticipated contract start date (i.e., Transition Period 8/19/2018 through 10/19/2018)?	The transition start date begins on the actual contract start date. That is the first day Vendor is required to have their transition team on-site.
9	Page 12, Section 2.3, Subsection C	The Vendor's team (Prime and/or Subcontractor) must be independent of both the software development vendor and the state agency sponsoring the project. These services must be provided by personnel who were not involved in the planning, design, development, or implementation of the system.	Can a firm propose use of the previous IV&V consultants, or are they considered to have been involved in the <i>planning, design, development, or implementation of the system since their firm helps support the Program Management office?</i>	<p>As described in the federal regulations at 45 CFR 95.626, the IV&amp;V staffing must avoid any real or perceived conflicts of interest. The IV&amp;V services must be provided and managed by an organization that is technically and managerially independent of the software development project.</p> <p>Technical independence requires that the IV&amp;V services provider organization, its personnel, and subcontractors are not and have not been involved in the software development or implementation effort or in the project's initial planning and/or subsequent design.</p> <p>Managerial independence requires that the IV&amp;V services are provided by an organization that is departmentally and hierarchically separate from the software development and program management organizations.</p> <p>Therefore, individuals who previously supported one of the IE-BM Program Management Offices would be disqualified.</p>
10	Pgs. 20-21, Section 2.8, Performance Standards	<p><b>2.8 PERFORMANCE STANDARDS</b></p> <p>A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Attachment C: Performance Based Contracting identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor must meet in order to avoid assessment of damages.</p> <p>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.</p> <p>C. The State shall 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 the input of the vendor so as to establish standards that are reasonably achievable.</p> <p>D. All changes made to the Performance Standards shall become an official part of the contract.</p> <p>E. Performance Standards shall continue throughout the term of the contract.</p> <p>F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages or termination of the contract.</p> <p>G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State may waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State shall have final determination of the performance acceptability.</p> <p>H. Should any compensation be owed to the agency due to the assessment of damages, vendor shall follow the direction of the agency regarding the required compensation process.</p>	Will the State discuss and agree on mutually acceptable changes or revisions to performance standards?	See Page 20, Section 2.8 Performance Standards, Items B & C.

11	Pg. 24, Section 3.6 (A) and (B), Record Retention	<p><b>3.6 RECORD RETENTION</b></p> <p>A. The vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access shall be granted to State or Federal Government entities or any of their duly authorized representatives.</p> <p>B. Financial and accounting records shall be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.</p>	As a regulated national public accounting firm, our Firm is required by the regulatory bodies to be structured as a private partnership and as such, is not required to keep records in compliance with GAAP. Our firm's financial statements are prepared primarily utilizing the accrual method of accounting. Does this satisfy the IFB's requirements as described in Section 3.6?	For the purpose of record retention, the Vendor shall maintain all pertinent financial and accounting records pertaining to an awarded contract.
12	Pg. 24, Section 3.10 (A), Cancellation	<p><b>3.10 CANCELLATION</b></p> <p>A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of AR DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.</p>	<p>We understand the State may cancel any contract resulting from this solicitation for cause at the discretion of AR DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.</p> <p>If the State seeks to cancel the Contract for cause, will the State first notify the Contractor in writing of its intent to cancel, identify the alleged deficiencies in performing giving rise to the intent to cancel, and provide the Contractor an opportunity to cure the specified deficiencies?</p>	No
13	Pg. 2, Attachment D, Termination of Contract	<p><b>Termination of Contract</b></p> <p>The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.</p> <p>Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.</p>	Will the State accept exceptions to the Termination of Contract section of Attachment D, General Terms and Conditions?	See Page 2, Section 1.5 Definition of Requirement, Item B.
14	Pg. 4, Attachment D, Confidential Information	<p>In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the 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". 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, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.</p> <p>The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties 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 therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.</p> <p>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, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.</p>	Will the State accept an assumption that the Contractor's agreement to comply with the Statewide Privacy and Confidentiality Standards will only be to the extent such policies apply to the Contractor?	See Page 2, Section 1.5 Definition of Requirement, Item B.
15	Pg. 5, Attachment D, Audit Requirements	<p><b>Audit Requirement:</b></p> <p>Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:  Arkansas Department of Human Services Office of Policy &amp; Legal Services Audit Section  P.O. Box 1437 – Slot S270  Little Rock, Arkansas 72203-1437</p>	Could the state provide a copy of the Arkansas Department of Human Services Audit Guidelines?	Copies may be obtained from: Arkansas Department of Human Services Office of Policy & Legal Service Audit Section P.O. Box 1437- Slot S270 Little Rock, AR 72203-1437
16	Pg. 9, Attachment D, Compliance with Department Policy Issuances	<p><b>Compliance with Department Policy Issuances</b></p> <p>The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.</p>	Would the State accept an assumption that a Contractor's agreement to comply with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act only apply to the Contractor to the extent such policies, manuals and other official issuances apply to Contractor?	See Page 2, Section 1.5 Definition of Requirement, Item B.
17	Pg. 23, IFB Section 3.3, Conditions of Contract	<p><b>3.3 CONDITIONS OF CONTRACT</b></p> <p>C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, AR DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.</p>	Will the Contractor's proposal, including any assumptions, clarifications, or exceptions, be incorporated into any resulting contract?	The State may, at its discretion, incorporate exceptions to any non-mandatory items.

18	Pg. 23, IFB Section 3.4, Statement of Liability	<p><b>3.4 STATEMENT OF LIABILITY</b></p> <p>B. The vendor's liability for damages to the State shall be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.</p>	Will the State accept exceptions to IFB Section 3.4 (B), Statement of Liability?	No
19	Pg. 24, IFB Section 3.9, Contract Interpretation	<p><b>3.9 CONTRACT INTERPRETATION</b></p> <p>Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State shall be final and controlling.</p>	Will the State accept exceptions to IFB Section 3.9, Contract Interpretation?	See Page 2, Section 1.5 Definition of Requirement, Item B.
20	Pg. 7, Attachment D, Liability	<p><b>Liability</b></p> <p>In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.</p>	Will the State accept exceptions to the Liability section of Attachment D, General Terms and Conditions?	No
21	Indemnification	<p><b>Indemnification</b></p> <p>The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:</p> <ul style="list-style-type: none"> <li>Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;</li> <li>Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;</li> <li>Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;</li> <li>Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.</li> <li>The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.</li> </ul>	Will the State accept exceptions to the Indemnification section of Attachment D, General Terms and Conditions?	No
22	General	N/A	Has the State selected a System Implementation vendor? If so, who?	The System Implementation procurement (SP-17-0012) is still in process. When that vendor is selected, the "Anticipation to Award" will be published at <a href="http://www.arkansas.gov/dfa/procurement/pro_intent.php">http://www.arkansas.gov/dfa/procurement/pro_intent.php</a>
23	General	N/A	Does the State have a high-level project schedule it can provide to bidders?	No. The project schedule will be provided by System Implementation vendor when RFP SP-17-0012 is awarded.
24	Pg. 2, Section 1.1, 2nd para.	During the first two (2) months of the contract resulting from this IFB, the successful Bidder shall provide up to three (3) Consultants to facilitate knowledge transfer from the outgoing IV&V team. After this transition period, the incoming IV&V team is expected to include one (1) IV&V Lead supported by two (2) IV&V Subject Matter Experts (SMEs), with an option to add three (3) additional IV&V SMEs with advance approval by the Arkansas Department of Human Services (DHS).	Are the 3 consultants to be provided for the first 2 months of the contract different from the 3 staff (IV&V Lead & 2 SMEs) to be provided for the rest of the contract? It would seem logical that those involved with knowledge transfer from the outgoing IV&V team would be the same staff that would provide the IV&V services. If they are expected to be different staff from those proposed to provide IV&V, please explain their role further and possibly provide a related GSA labor category for reference.	See response for question 6.
25	Pg. 4, Section 1.7.3	<p>3. The following items shall be submitted with the Bid Response Packet in a sealed envelope.</p> <p>a. EO 98-04 Disclosure Form (Attachment A).</p> <p>b. Copy of Vendor's Equal Opportunity Policy. (See Equal Opportunity Policy.)</p> <p>c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)</p> <p>d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See Minimum Qualifications.)</p>	Should the Bid Response Packet (with the exception of the Official Bid Price Form) be separate from items a-d or can they all be provided in the same binder but in a separate binder/envelope from the Price Form?	Items a-d shall be submitted with the Bid Response Packet (with the exception of the Official Bid Price Sheet) in a sealed envelope.
26	Pg. 8, Section 1.23.B	Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICs) 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:	It doesn't appear that this section applies to the IV&V Contractor. Please confirm. If it does apply, are bidders to submit a VPAT with the proposal? If so, please provide the VPAT.	Not applicable.
27	Pg. 11, Section 2	Minimum Requirements	Please confirm that bidders are to respond to all sections within Section 2, to include providing their approach to Section 2.4: Scope of Work.	This is an IFB and not an RFP, therefore Bidder's approach to Section 2.4 is not required. Bidder's verifiable information that meets all the minimum qualifications of Section 2.3 is required.
28	Page 12, Section 2.3, Paragraph B	The Vendor (Prime) must have annual revenue of at least ten million dollars (\$10M). As proof of meeting this qualification the Vendor must include a copy of their most recent independent audited financial statement.	<b>Will the Agency consider other means to verify financial stability (3 year Tax Returns, DUNS Report, Line of Credit, Bondability Letter, etc.) or lower the threshold to \$5M?</b> For reference, we have been in business for over 25 years and we had \$8.5M annual revenue last year. We have had annual revenue in excess of \$18.5M and are very financially stable.	No

29	Page 13, Section 2.3, Paragraph E	The Vendor (Prime, not the Subcontractor) must have an existing GSA Price Schedule published for their consulting services. The Vendor's schedule can be published as either GSA Schedule 70 "General Purpose Commercial Information Technology Equipment, Software, and Services" and Category 132.51 "Information Technology Professional Services"; or published as GSA Schedule 00CORP "The Professional Services Schedule (PSS)" and Category 874-7 "Integrated Consulting Services." As proof of meeting this qualification the Vendor must include a copy of their GSA Price Schedule.	<b>Will the Agency consider allowing a company to submit the previous GSA schedule and allow an active GSA schedule as condition to receive the award?</b> Our GSA Schedule has expired and we are in the process of being re-certified.	No
30	Page 13, Section 2.3, Paragraph E	The Vendor (Prime, not the Subcontractor) must have an existing GSA Price Schedule published for their consulting services. The Vendor's schedule can be published as either GSA Schedule 70 "General Purpose Commercial Information Technology Equipment, Software, and Services" and Category 132.51 "Information Technology Professional Services"; or published as GSA Schedule 00CORP "The Professional Services Schedule (PSS)" and Category 874-7 "Integrated Consulting Services." As proof of meeting this qualification the Vendor must include a copy of their GSA Price Schedule.	<b>Is it the Agency's intention to order from the GSA schedule and go through GSA procurement which will charge a fee to the Agency as well as the IV&amp;V Contractor?</b>	No
31	Page 12, Section 2.3, Paragraph C	The Vendor's team (Prime and/or Subcontractor) must be independent of both the software development vendor and the state agency sponsoring the project. These services must be provided by personnel who were not involved in the planning, design, development, or implementation of the system.	<b>Will the Agency consider adding CMMI DEV Level 3 as a minimum requirement?</b> This will ensure the IV&V organization has standardized and mature processes and is in a stronger position to assess the System Integrator's process maturity and probability of being successful.	Not at this time.
32	Page 10, Section 1.28	Schedule of Events	<b>Being consistent with normal state government response timeline of 30 days following RFP release, will the Agency consider a one week extension?</b>	No
33	Page 12, Section 2.3, Paragraph A	The Vendor must be bondable. As proof of meeting this qualification the Vendor must include a letter of bond-ability.	<b>As standard with most state procurement, Will the Agency allow 10% retainage on deliverables in lieu of bondability letter?</b>	No