



STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street,
Little Rock, AR 72201

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-19-1003	Solicitation Issued:	September 7, 2018
Description:	Production, Printing and Mailing of Tax Forms 1095-B and 1094-B		
Agency:	Arkansas Department of Human Services (DHS) / Division of Medical Services (DMS)		
SUBMISSION DEADLINE FOR RESPONSE			
Submission Date:	October 4, 2018	Bid opening Time:	2:00pm CT
<p>Bids shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address: Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.		
Bid's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Vendor's name and return address 		
Department of Human Services CONTACT INFORMATION			
OP Buyer:	Chorsie Burns	Buyer's Direct Phone Number:	501-682-6327
Email Address:	chorsie.burns@dhs.arkansas.gov	DHS's Main Number:	501-683-2929
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
DMS Website:	https://medicaid.mmis.arkansas.gov/default.aspx		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Division of Medical Services (DMS) to obtain pricing and a contract to procure a Commercial off the Shelf (COTS) product with technical support for installation, for creation and mailing of 1094-B and 1095-B forms. The DMS is federally mandated by the Center for Medicare and Medicaid Services (CMS) and the Internal Revenue Service (IRS) to deliver the 1095 tax form to the citizens of Arkansas who received minimum essential coverage through Arkansas Medicaid in 2018.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is 11/19/2018. Upon mutual agreement by the vendor and agency, the contract may be renewed by OP for one (1) additional year or a portion thereof.

1.3 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page two of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 BID OPENING LOCATION

Bids submitted by the opening time and date **shall** be opened at the following location:

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, AR 72201

Vendors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer, for the vendor, for more detailed directions to the bid opening location.

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.

- C. The terms “Invitation for Bid”, “IFB” and “Bid Solicitation” are used synonymously in this document.
- D. The following table translates each acronym and abbreviation used in this IFB:

Acronym	Translation
ACA	Affordable Care Act
AIR	Affordable Care Act, Information Returns
AIRS	Arkansas Information Reporting System
CFR	Code of Federal Regulations
CMS	Center for Medicare and Medicaid Services
COTS	Commercial Off The Shelf
CSV	Comma-separated Values
CT	Central Time
DCFS	Division of Children and Family Services
DCO	Division of County Operations
DHS	Arkansas Department of Human Services
DIS	Arkansas Department of Information Services
DMS	Division of Medical Services
DOB	Date of Birth
DSF/DFS2	Delivery Sequence File and Delivery Sequence File Second Generation
DSS	Decision Support System and Service
DXC	Digital Cross Correct System
HIPAA	Health Insurance Portability and Accountability Act
ID	Identification
IFB	Invitation for Bid
IRS	Internal Revenue Services
ISP	Internet Service Provider
IT	Information Technology
LACS	Locatable Address Conversion System
MEC	Minimum Essential Coverage
MMIS	Medical Management Information System
NCOA	National Change of Address
OP	Office of Procurement
OSP	Office of State Procurement
OST	Office of Systems and Technology
PHI	Personal Health Information
PII	Personally Identifiable Information
PMO	Project Management Office
POC	Point of Contact
POI	Point of Interface
QR	Quick Response
RID	Recipient Identification
SSN	Social Security Number
UAA	Undeliverable as Addressed
UAT	User Acceptance Testing
USPS	United States Postal Services
XML	Extensible Markup Language

1.7 RESPONSE DOCUMENTS

A. Bid Response Packet

1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.

2. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's bid to be disqualified
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*.
 - a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
4. **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. To the extent possible, all electronic files should be a single document in PDF format.**

B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
3. 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*.

1.8 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all requirements within the designated section.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by **4:00 p.m.**, Central Time on **September 18, 2018**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **September 25, 2018**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.10 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency

1.11 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the Bid Response Packet.
- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for 120 days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.
- G. The *Official Bid Price Sheet* and accompanying price justification **must** be separately sealed from the *Bid Response Packet*.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.

- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.16 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:
<http://www.arkansas.gov/dfa/procurement/bids/index.php>,
<https://medicaid.mmis.arkansas.gov/default.aspx>
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>

1.17 AWARD PROCESS**A. Vendor Selection**

1. Award **shall** be made on an ALL OR NONE basis to the lowest responsive bidder. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by officials of DHS, subsequent approval by the DHS Office of Procurement, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:

http://www.arkansas.gov/dfa/procurement/pro_intent.php

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>

<https://medicaid.mmis.arkansas.gov/default.aspx>

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with the Office of State Procurement (OSP) stating that they do not employ or contract with illegal immigrants.
- B. OP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.23 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 Annotated § 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 Prospective 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, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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 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 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 Annotated § 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 Annotated § 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, 2013.
- 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.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 VISA ACCEPTANCE

- A. Awarded vendor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.26 PUBLICITY

A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's bid to be disqualified.

1.27 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

1.28 SCHEDULE OF EVENTS

Public Notice of IFB	September 7, 2018
Deadline for Receipt of Written Questions	September 18, 2018
Response to Written Questions	September 25, 2018
Date and time for Opening Bids	October 4, 2018 @ 2:00pm CT
Intent to Award Announced, On or About	October 15, 2018
Contract Start, (Subject to State Approval)	November 19, 2018

1.29 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the purposes of fulfilling all IRS Affordable Care Act (ACA) provider requirements related to Minimum Essential Coverage (MEC) and IRS 1095-B and 1094-B tax forms pursuant to 26 USC §6055 and related statutes and regulations.

This IFB is for the fourth year of this federal requirement. As previous data may require future corrections, Vendor shall receive a transfer of data so that no previously-submitted data is lost or must be re-created.

2.2 SERVICE DELIVERY LOCATION

All services must be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

2.3 MINIMUM QUALIFICATION

The Contractor **must** meet the following requirements:

A. The Vendor must be in current operation and must have a minimum of two (2) years of experience providing all the products and/or services as outlined in this IFB. For verification purposes, Vendor must provide a description of past performance examples meeting this requirement, which must include the following:

- A description of the work performed;
- The time period of the project/contract;
- The staff months required; and
- Project amount.

B. The Vendor must submit statements or letters from three (3) professional references (public or private entities) to whom the Vendor has provided services over the past two (2) years. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation must meet the following criteria:

- On official letterhead of the party submitting recommendation;
- From entities with recent (within the last two (2) years) contract experience with the respondent;
- From individuals who can directly attest to the respondent's qualification(s) relevant to this IFB;
- Limited to organizational recommendations, not personal recommendations;
- Include a description of the services provided and the number of mailings produced each year the services were provided;
- Dated not more than six (6) months prior to the proposal submission date;
- Include the current phone number, mailing address, email address, title, printed name, and signature of the individual of the party submitting the recommendation; and
- Shall not be from current DHS employees.

Proposals may be disqualified from respondents whose references do not respond within five (5) business days of the request for verification.

C. Vendor must certify that he/she has not received any sanctions or corrective actions by a state or Federal government within the last ten (10) years. However, failure to certify may not disqualify a Vendor's submission if Vendor provides detailed documentation of each sanction and any corresponding corrective action received from a state or Federal government within the last ten (10) years.

D. Vendor and all subcontractors must certify that Vendor and all subcontractors have read the Organizational or Personal Conflict of Interest Clause. Further, Vendor and all subcontractors must certify that there are no actual, apparent, or potential conflicts of interest with the current DHS Vendors with which Contractor will be working: Optum (which operations the Decision Support System and Services (DSS) Lab), DXC/DXC Technology (which acts as Arkansas Medicaid's Fiscal Agent, operates the Medicaid Management Information System and provides the 1095-B call center), and Cognosante (which oversees the DHS's IT PMO Project Oversight and Coordination functions). If Contractor or any subcontractors does have an actual, apparent, or

potential conflict of interest, Contractor must disclose all relevant information pertaining to such conflict of interest and submit a conflict of interest mitigation plan at the time of bid.

- E. The Bidder must submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter should unconditionally offer to guarantee to the extent of one hundred percent (100%) of the contract price the bidders performance in all respects of the terms and conditions of the RFP and resultant contract.

2.4 STAFFING

Vendor must maintain sufficient staffing levels to ensure successful implementation within the specified timeframes and for the ongoing operation throughout the duration of the contract related to 1095-B requirements under the United States Tax Code. Sufficient staffing levels shall require one (1) or more employees available at all times to DHS during DHS standard business hours, who can execute the following functions: process 1095-B and 1094-B forms, including one-off requests, on a daily basis as set out herein, utilize and submit documents to the IRS via the AIR System, conduct data correction and maintenance, trouble-shoot and address any issues that might arise with the Worker Portal, conduct data maintenance, respond to requests from DHS and its vendors, transmit and receive files to and from DHS and its vendors via Accellion. The Project Manager (PM) can be the one (1) employee as long as they are capable of fulfilling all outlined functions. The specified timeframes include meeting IRS deadlines for filing relevant tax forms and the five (5) day turnaround time for processing one-off requests for changes or reprints. All timeframes will be clarified and managed between DHS and the successful Vendor prior to Vendor becoming responsible under any timeframe.

Within ten (10) days of the contract start date, Vendor shall submit to DHS for DHS approval a project organization chart showing all proposed personnel by job title, lines of supervision, and indicating full- or part-time employment on this contract. Full-time is hereby defined as forty (40) hours per week, dedicated to the resulting contract. The charts shall include how the project fits into the respondent’s overall organizational structure.

Vendor’s bid organizational chart shall identify key personnel, including a full-time Project Manager (PM) assigned and dedicated to coordinate all contracted activities between the DHS and Vendor. Vendor’s PM shall have experience initiating and managing the same or similar system, and be capable of overseeing all contracted activities for which Vendor shall be responsible.

Vendor’s PM shall work directly with DHS and shall be a full-time employee of the Vendor with the authority to revise processes or procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services required under the resulting contract.

Vendor’s PM shall meet with DHS staff in person or by telephone at the request of DHS representatives to discuss issues pertinent to the resulting contract, such as the status of contract activities, Vendor performance, benefit analysis, necessary revisions, reviews, reports, planning, etc.

2.5 ANTICIPATED VOLUME

A. Volume of Work

- 1. For Tax Year 2016, the volume of 1095-B mailings was:

Initial Mailings	1,148,262
Batch Corrections	327,894
Case Worker Corrections	2,817
Foster Children	33,510
Total	1,512,483

- 2. For Tax Year 2017, the volume of 1095-B mailings was (as of 6/14/18):

Initial Mailings	1,176,288
Batch Corrections	235,830
Case Worker Corrections	1,508
Foster Children	7,352
Total	1,420,978

B. Volume of Corrections

Moving forward, DHS anticipates that the total number of corrections noted above, Tax Year 2016, will decrease. Until otherwise instructed by the IRS the basis for “changes in circumstances” correction shall be limited to only changes in the fields listed in this section:

1. For Tax Year 2016, the total number of changes (707,297) included corrections on the following fields:

DATE_BEGIN_COVERAGE	97,060
DATE_END_COVERAGE	73,882
DOB	4,547
SSN	18,217
Total	193,706

2. For Tax Year 2017, the total number of changes (328,683) included corrections on the following fields (as of 6/14/18):

DATE_BEGIN_COVERAGE	21,244
DATE_END_COVERAGE	32,833
DOB	1,832
SSN	7,936
Total	63,845

In some instances, multiple changes were made for a single beneficiary. These changes might have been made in a single update, or might have been made in multiple updates. The numbers above include both instances.

2.6 SCOPE OF WORK

The selected Vendor shall work with the Internal Revenue Service (IRS), DHS divisions, and DHS vendors. The DHS divisions are as follows:

- Division of County Operations (DCO),
- Division of Children and Family Services (DCFS),
- DHS Office of Communications and Community Engagement (OCCE) and
- Division of Medical Services (DMS).

The current DHS Vendors include:

- Optum (operates the Decision Support System and Services [DSS] Lab),
- DXC Technology (operates the Medicaid Management Information System (MMIS) and also provides a call center that handle calls from Medicaid Beneficiaries, DHS employees and DHS Vendors.)
- Cognosante (oversees IT PMO Project Oversight and Coordination functions).

Work requirements shall include the following activities:

A. Document Creation and Delivery (1095-B and 1094-B).

The Vendor shall provide document creation and delivery services related to Internal Revenue Service (IRS) Forms 1095-B and 1094-B related to original filings and corrected filings for both the current and past tax years beginning with tax year 2015 according to the requirements contained in this IFB.

1. Create the 1095-B Form, cover letter, and envelope conforming to both IRS and DHS requirements.
2. Perform all letter shop activities for printing and mailing the forms.
3. Provide data formatting specific to the IRS 1095-B Form requirements, IRS Manifest requirements, and XML reporting requirements.
4. Create the 1094-B form and submit to the IRS on behalf of DHS.

B. Data Corrections and Maintenance

Vendor shall process corrections and update data based on data corrections and maintenance processes set forth herein:

1. Vendor shall provide document corrections and data maintenance services related to IRS Forms 1095-B and 1094-B. Vendor shall provide data and postal delivery hygiene, standardization and validation/verification services specific to name quality, address quality and change of address, and validation of name and Social Security Number (SSN) agreement for all tax years in which the beneficiary has at least one (1) month of coverage to minimize or avoid IRS rejection of filings.
2. Maintain all data sent by DHS for the purposes of providing 1095-B forms.
3. Provide a mechanism to update (edits), delete (remove), or add (inserts) records.
4. Engage in error triage support and reporting related to returned mail.
5. Work in tandem with DHS to resolve any error records.

C. External Access/Portal

Vendor shall provide the following without limitation:

1. Provide/host a portal available to both DHS employees/vendors and DXC call center representatives ("Worker Portal").
2. This function shall include, to varying degrees, development, deployment and on-going support of the portal.
 - On-going support includes technical matters and portal customization. For example, the Vendor or DHS might identify a gap that results in lower staff efficiency. The gap should be corrected to remedy that situation and to increase staff efficiency.
 - Vendor and DHS shall agree upon timeframes for development and deployment of necessary modifications to the portal. Failure to meet these timeframes may result in penalties being assessed against Vendor.
3. Provide training, including ad hoc training for changes affecting users.
4. Continued connectivity with all users and availability of the portal/data.

D. Reporting and Information

1. Provide regular weekly status reporting to DHS (listed herein).
2. Provide ad-hoc reports as needed and requested.
3. Provide additional information as requested by DHS. For instances in which DHS seeks information from Vendor, Vendor shall timely respond to DHS within a timeframe agreed upon by DHS and Vendor. Failure to meet these timeframes may result in penalties being assessed against Vendor.

E. Equipment

All computers, equipment and other resources necessary to fulfill the terms of this contract shall be at Vendor's expense and shall be properly maintained to minimize any negative impact on performance of duties.

F. Technical Requirements

Internal Process: DHS has established a process for processing and sending 1095-B forms. Attachment 1 contains the DHS internal work flow/process previously established related to this project. (*See Attachment 1: Arkansas Department of Human Services, Minimal Essential Coverage 1095-B Process Flow Narrative.*)

IRS Requirements: The IRS publishes technical specifications for individuals/entities related to the 1095-B

process. (See *Attachment: Guide for Electronically Filing Affordable Care Act [ACA] Information Returns for Software Developers and Transmitters (Processing Year 2018)*, found at <https://www.irs.gov/pub/irs-pdf/p5165.pdf>)

G. Additional Information

The awarded Vendor of the contract shall be responsible for the end-to-end processing requirements of this IFB.

Documents for Mailings: The Vendor shall be responsible for the creation of the mail piece (envelope, cover letter, 1095-B Form) per IRS standards and input/approval from DHS. DHS shall approve the cover letter, envelope format and 1095-B form prior to use by the Vendor.

Envelope: The envelope shall be marked with required IRS and DHS-specified language (“Important Tax Documents”) to clearly indicate the sensitive nature of the contents. The envelope shall also contain a Quick Response (QR) code clearly visible on the outside of the envelope. The QR code shall not contain any Personal Health Information (PHI) or Personally Identifiable Information (PII). The envelope must also be marked with the DHS logo if determined appropriate by DHS.

Mailing: The Vendor shall send the mail piece documents (envelope, cover letter, 1095-B Form) to recipients via First-Class Postage utilizing current First-Class Postage rates. The address utilized by the Vendor shall be determined by DHS with no alterations except as directed by DHS or as part of the Postal Delivery Hygiene and Standardization process required under this contract.

The estimated number of mail pieces to be sent to recipients is set forth in this IFB, and the current First-Class Postage Rates must be considered in the Vendor’s bid for the creation and mailing of all required documents.

Data Fields: All reports to the IRS shall contain all required fields, in the format designated by the IRS as mandatory for reporting purposes as detailed in the updated IRS instructions for forms 1094-B and 1095-B for each current year. All Reports to DHS related to 1095-B activities should include, at a minimum:

- Medicaid Base ID
- Recipient ID (RID) (This is a number randomly generated by Optum DSS for cross-referencing, verification and validation purposes, and avoids the use of PHI/PII.)
- First Name
- Middle Initial
- Last Name
- Social Security Number (SSN)
- Date of Birth (DOB)
- Coverage Begin Date (this may be prior to the tax year in question)
- Coverage End Date (this may be subsequent to the tax year in question)
- Address Line 1, Address Line 2, City, State, Zip Code

H. Tax Filings

There are four (4) general categories of tax filing.

1. Original filings (i.e., not corrected filings):
 - a. For the current tax year.
 - b. For previous tax years that has not yet been reported to the IRS.
2. Corrected filings (i.e., not original filings):
 - a. Corrected recipient information for the current tax year.
 - b. Corrected recipient information for previous tax years.

Tax Year 2015 is the first year that the IRS required a 1095-B form be filed. Tax Years prior to 2015 will not be included in the work under this IFB.

The selected Vendor **must** provide functionality to send 1095-B Forms to recipients upon request for each of the four (4) tax filing categories; be able to send 1095-B Forms as a batch function with multiple recipients or individually (often for "one-off" mailings); timely mail the 1095-B Forms to recipients according to the time frame/schedule set forth by the IRS each Tax Year; mail corrected or replacement forms within five (5) business days of receipt of the updated information from the DSS Lab. The data shall include without limitation weekly/monthly Data Extract File(s) as well as requests for corrected and/or duplicate (replacement) 1095-B Forms.

In addition to the paper documents, the selected Vendor shall also create an electronic version of each tax filing that shall be provided to DHS and be available through the Vendor's portal (discussed below).

I. Special Populations

Vendor must handle 1095-B Forms for special populations, including without limitation foster and adopted children, according to DHS instructions. Restrictions exist for adopted and foster children, and for other special circumstances. The Data Extract Files provided to the Vendor shall contain one (1) or more flags to designate files that need special handling. For example, all forms for foster children (current or historical) are to only be created electronically and will not be mailed.

The Vendor must be able to recognize these flags and treat the files according to procedures required by DHS that shall be established with the Vendor.

J. Utilizing IRS AIR System

The selected Vendor shall be responsible for generating and filing required IRS submission files (returns) with the ACA Information Return System (AIR) on behalf of DHS, including but not limited to 1095-B and 1094-B Forms; and The IRS Submission files (returns) must be filed no later than the date set by the IRS for the applicable tax year.

Vendor and DHS shall determine acceptable timeframes for interpreting and triaging rejected IRS submissions and for resubmitting corrected forms.

K. Corrections

Corrections can be made at any time after the submission of the original filing to the IRS relating to a particular Tax Year. Corrections shall be contained in the weekly or monthly Data Extract File created by the DSS Lab. Only limited corrections shall require a corrected filing with the IRS. The corrected filings with the IRS shall contain new or updated information related to:

- a. Dates of Medicaid coverage during a particular Tax Year; and
- b. SSN and DOB fields

Vendor may receive updated or corrected information through the portal of any or all fields. Vendor shall relay these updates or corrections to DCO for entry into MMIS, which contains the official data of record. Corrected 1095-B Forms must be clearly denoted.

L. Data Transmissions

Data shall be transmitted to the selected Vendor according to the below schedule:

- a. Initial delivery of full file during first week of January
- b. January – May: Weekly feeds containing newly-eligible recipients and corrected records.
- c. June – December: Monthly feeds containing newly-eligible recipients and corrected records; "one-off" requests. For example, a recipient contacted the legislature regarding issues with their 1095-B Form. In that case, a duplicate or updated form needs to be generated and transmitted expeditiously.

M. File Format and Integrity

It shall be the selected Vendor's responsibility to format the files to conform to IRS and DHS system requirements, and to ensure that the integrity of the data does not deviate from what is required by the IRS and DHS.

N. Historical Tax Data

All historical tax-year activity for Arkansas Medicaid recipients for whom a 1095-B Form was created and delivered will be provided to the selected Vendor after contract award and finalization for parallel testing and system set-up. The selected Vendor and DHS shall determine a mutually-agreeable date for the data transfer.

The historical tax data must be made available on the Portal to DHS, including DCO and DXC employees (see Portal section). The data received shall be formatted as a Comma-separated Values (CSV) file.

O. Up-Front Data Review and Correction

In order to avoid IRS rejection of filings, and potential related penalties, the selected Vendor shall take steps to review and correct data prior to mailing forms to recipients or filing forms with the IRS.

1. Up-Front Data Verification: The selected Vendor shall conduct the following activities for data verification:
 - a. Verify name/SSN against the Social Security Administration database using the criteria defined in IRS publication 1586.
 - b. Evaluate name quality according to IRS specifications.
 - c. For all invalid name/SSN combinations or name quality errors, Vendor shall provide a report to DHS detailing the specific failure within a time period stipulated by DHS.
2. Up-Front Postal Delivery Hygiene and Standardization: The selected Vendor shall conduct the following activities for Postal Delivery Hygiene and Standardization:
 - a. Correct postal addresses using United States Postal Service (USPS) processing that includes LACSLink¹, DSF/DFS2^{TM2} and NCOALink³ (4 years of move history), or similar process or product of the selected Vendor's choice.
 - b. Potentially undeliverable Mail identified via up-front Postal Delivery Hygiene and Standardization process: Within a timeframe stipulated by DHS, Vendor shall provide to DHS a list of all recipients with poor quality addresses (i.e., missing secondary number for a multi-family dwelling unit, missing street name, missing city name, invalid primary number, etc.) or to whom mailings are "Undeliverable as Addressed" (UAA). The list must identify each recipient as having a potentially non-deliverable address or as having moved. These items will be identified by NCOA or other process/product chosen by the selected Vendor.
3. For all postal delivery hygiene and standardization errors, Vendor shall provide a report to DHS detailing the specific failure. All costs associated with these processes shall be borne by the selected Vendor.
4. Vendor shall notify DHS of the processes and products that Vendor will use prior to the initial implementation of said processes and products. Vendor's notification to DHS shall include Vendor's security protocols (data at rest/in motion, etc.), as well as security protocols used by any sub-contractor(s).

P. Return Mail Procedures

As returned mail is received and processed by DHS or another designated vendor, a report will be created by

¹ USPS Locatable Address Conversion System (<https://postalpro.usps.com/address-quality/lacslink>)

² Delivery Sequence File and Delivery Sequence File Second Generation (<https://postalpro.usps.com/address-quality/dsf2>)

³ National Change of Address (<https://postalpro.usps.com/mailing-and-shipping-services/NCOALink>)

DHS or the other designed vendor and delivered to Vendor. The report will include the basis for the returned mail. Vendor and DHS shall work to develop a process whereby the portal is updated with returned-mail information.

Q. Portal Creation and Maintenance

The Vendor shall be responsible for the hosting, administrating, monitoring, and performing application-level technical support of a Worker Portal for use by the DXC call center and by DHS staff, including DCO. The Vendor must be able to distinguish between users by each group for reporting purposes.

The Vendor shall be responsible for ensuring that the Worker Portal satisfies all Federal and Arkansas State system accessibility and security requirements, as directed by the DHS Office of Systems and Technology (DHS/OST) and the Arkansas Department of Information Services (DIS). Accessibility includes compliance with Arkansas Act 1227 of 1999 and Section 508 of the Rehabilitation Act Amendments of 1998.

The following performance requirements shall apply to the Worker Portal:

Availability	Ninety-nine and one half percent (99.5%) availability, Monday through Friday (M-F), 7:00 a.m. to 7:00 p.m. CT, including holidays, except for previously-scheduled and agreed-upon downtimes for maintenance.
Concurrent Users	The portal must effectively support three hundred (300) concurrent transaction requests.
Performance	Average response time for web pages on the portal measured at the Point of Interface (POI), which is the demarcation handoff located at the hosted platform Internet Service Provider (ISP) service provider firewall and does not include DHS's environment, the internet or the call center environment, is not to exceed five (5) seconds, and a maximum of twenty (20) seconds, at least ninety-five percent (95%) of the time during average user loads. Average user loads shall be measured as three hundred (300) inquiries per minute.
System Accessibility	Non-visual Standards for Arkansas that ensures the needs of Arkansans who are blind or visually impaired are met through reasonable accommodation in the information technology products and services of the state.
Security Requirements	Compliance with all federal and state laws, rules and regulations, including but not limited to HIPAA (Health Insurance Portability and Accountability Act of 1996).
Portal Content	-Cover Letter -1095-B Form (current and historical) -Form delivery dates -Flags and historical data for: >Returned mail >Foster children >Adopted children >Other reasons -Data fields -Request Form for duplicate or corrected 1095-B form. The form must be printable and be able to be completed on-line and printed.
Print Capability	Provide a simple method that allows workers to download and print the most recent 1095-B Form and associated cover letter.
Training	Training must be provided to DXC Call Center, DHS employees, and other resources as directed by DHS. This must include, without limitation, training on use of the portal, edit capabilities, script training, and other training as needed.
Weekly Reporting and Monthly Aggregate Reporting	See 1095-B Portal Monitoring Report described in the IFB Report section for the names, contents, and frequency of reports.

Allow Duplicate Replacement Form Request	This process maybe authorized according to protocols established by Division of County Operations (DCO), which may include requests made by mail or in person only (not electronically).
Security Levels and Edit Functionality	Edit functionality shall be linked to security levels applicable to each field or to a file as a whole (e.g., view-only, modify name and address only, ability to lock files completely or for limited viewing or for preventing duplicate 1095-B forms from being printed, etc.), and shall be based on login using a person's authorized work email address

R. Data Extracts

The Vendor shall provide, upon request and at the end of the contract, a full database transfer of the data and tables storing 1095-B and 1094-B data in the application.

S. Data Maintenance and Security

1. Vendor shall include all provided historical data through the portal.
2. Vendor shall develop a Business Continuity and Recovery Plan. The plan must also comply with 45 CFR §94.62(f) to identify every resource that requires backup and to what extent backup is required. The plan must include at least the following provisions:
 - a. Include a robust disaster recovery plan.
 - b. Require, at minimum, daily backups in the event of a system failure.
 - c. Ensure that data must be able to be recovered within three (3) business days.
 - d. Provide off-site electronic and physical storage in the United States.
 - e. Identify all software and data backup requirements.
3. Vendor shall comply with all applicable laws regarding privacy, security, retention of records, data and information relating to this contract.
4. After Vendor has complied with any data transfers requested by DHS, Vendor shall comply with HIPAA requirements regarding data destruction. Vendor shall complete, file, retain, and make available upon request all program records in a secure, HIPAA-compliant manner.
5. Vendor shall be responsible for the following without limitation with regards to sending and receiving files/data transmissions to and from DHS, the IRS and other DHS vendors:
 - a. Vendor shall format files to conform to IRS and DHS system requirements, and to ensure that the integrity of the data does not deviate from what is required by the IRS and DHS.
 - b. UAT shall also be required between the Vendor and DHS. The Vendor shall work with DHS to develop a list of deliverables.
 - c. Vendor must secure DHS sign-off on all deliverables prior to production and/or implementation.
 - d. Vendor shall use the Accellion software package to support the file transmissions required for this project.
 - e. Vendor must have a back-fill point of contact (POC) available during main POC outages. The back-fill POC must have an active Accellion license and can process files, including "one-off" files, during the main POC's outage.

6. At the end of this contract, or upon DHS's request, Vendor shall work with DHS to transfer all the data contained in its database. The data shall be formatted as a CSV file and transmitted pursuant to a mutually-agreeable date for the transfer.
7. Vendor shall obtain DHS acceptance and sign-off throughout the contract term. This requirement applies to new development and modifications or upgrades implemented by Vendor in its normal course of business that would directly impact this contract. Direct impact would result in DHS being required to modify current processes/actions, implement new processes/actions, purchase new software, and the like.
8. If Vendor plans changes that affect DHS processes, Vendor shall give DHS eight weeks (8) notice for investigation into possible implementation of DHS modifications to processes, software, etc. Any changes to the Scope of Work shall be mutually agreeable and made via change request first approved by DHS. The Change Control process shall allow for both scheduled changes and emergency changes.

T. Recipient Portal Change Communications

The Vendor shall maintain a record of all communications with Arkansas recipients via the portal and shall provide this data to DHS in a monthly report using a mutually-agreed-upon format. This shall include, but is not limited to, items such as: dates of communication, number of communications, and communication reason (initial, eligibility changes, name change, address change, SSN correction, etc.). Vendor shall create a monthly report (Monthly Recipient Portal Change Communications Report) that identifies and tracks all communications and changes to recipients' information via the portal.

U. User Acceptance Testing

1. User Acceptance Testing (UAT) shall be required between the selected Vendor and the IRS. The selected Vendor shall work with DHS to:
 - a. Test the AIRS system by providing test files at agreed upon intervals as set forth in writing between the parties.
 - b. Develop a list of deliverables based on IRS requirements.
2. UAT shall also be required between the selected Vendor and DHS. The selected Vendor shall work with DHS to develop a list of deliverables. All deliverables shall require DHS sign-off prior to production and/or implementation.

V. Reports

All reports to DHS related to 1095-B activities shall include, at a minimum, the information set out below and shall be submitted according to this schedule:

- Weekly reports (one [1] through three [3] below) shall be provided to DHS no later than 9:00 a.m. CT, each Friday for the prior five (5) days (i.e., Friday of the preceding week, and Monday through Thursday of the current week). This schedule may be modified by agreement with DHS.
 - Monthly reports must be delivered to DHS within one (1) week after the end of each month. Each monthly report must also aggregate (roll-up) data on a monthly basis to cover the current tax year-to-date.
 - For weekly reports one [1] through three [3] below, Vendor shall aggregate (roll-up) the data monthly and submit as a monthly report.
1. **1095-B Forms Status Report:** This report shall include the following information for the current Tax Year and any corrections for prior Tax Years, both for the current mailing cycle and in the aggregate:
 - Total original forms sent,
 - Total corrected forms sent,

- Total replacement forms sent,
 - Total recipients receiving: one (1) form, two (2) forms, three (3) forms, four (4) forms, five (5) forms, and those receiving more than five (5) forms.
2. **1095-B Portal Monitoring Report:** This report tracks usage metrics, performance metrics and peak throughput, and shall include at least the following information for the current Tax Year and any corrections for prior Tax Years, both for the current mailing cycle and in the aggregate. This information must be tracked according to access by DXC Call Center employees, and by utilization by DHS employees.
- Total users
 - Maximum concurrent users (for each day)
 - Forms accessed (type and number)
 - Fields changed: Name, Address or Other (specify)
 - Requests completed for duplicate or corrected 1095-B Forms
 - Duplicate forms printed
 - Throughput (300 concurrent)
 - Performance (<5 seconds)
 - Availability (99.5%)
 - Track peak throughput at hourly intervals during each weekly reporting cycle.
3. **Other reports referenced elsewhere in this IFB**
- Data Verification Error Report
 - Postal Delivery Hygiene and Standardization Error Report
4. **Monthly Recipient Portal Change Communications Report:**
Vendor shall maintain a record of all communications with Arkansas recipients via the portal and shall provide this data to DHS in a monthly report using a mutually-agreed-upon format, and shall include dates of communication, number of communications, communication reason (initial, eligibility changes, name change, address change, SSN correction, etc.)
5. **Ad-Hoc or Special Reports:** Any ad-hoc or special reports shall be made at the request of DHS. Such reports shall be due by deadlines mutually agreed upon by DHS and Vendor and shall contain mutually-agreed upon data and information. Ad-hoc report requests from DHS, shall include without limitation the following subject matters:
- Internal processes and system access. Examples include current or previous users of the portal and permission levels.
 - System compliance or specifications. Examples include details regarding security measures pertaining to data at rest/in motion, third-party access, data retention, disaster recovery plans, root cause analytics, changes in business process activities, etc.
6. **IRS Submission and Error Tracking Report:** After submission of the manifest and form file to the IRS via the AIRS portal, the IRS will notify the submitter of successful submissions and errors in submission. The IRS notes errors found and provides a description of the error. Currently, the IRS notifies submitters of successful submissions and errors via the AIRS portal 1) upon the initial submission of the manifest and form file; and 2) upon retrieval of the submission acknowledgment document.

Vendor shall capture these submission and error tracking reports. Within three (3) business days, Vendor shall forward a copy of each report to DHS and shall begin working with DHS to address and correct the errors identified by the IRS.

W. Scope of Work Change Orders

Any changes to this Scope of Work shall be mutually agreeable and made via Change Request first approved by DHS. The Change Control process shall allow for both scheduled changes and emergency changes.

X. Excluded Services

The following activities are not included in the work requirements:

1. Identify recipients with MEC.
2. Extract recipient data from existing databases.
3. Provide direct call center activities.
4. Handle return mail.
5. Provide services related to Medicaid beneficiaries receiving 1095-B Forms electronically, e.g., a citizen-facing portal for retrieval of electronic 1095-B Forms, as DMS will no longer offer an opt-in process pursuant to 26 CFR §1.6055-2.

2.7 PERFORMANCE STANDARDS

- 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.
- 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.
- 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.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- 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.

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.

2.8 TRANSITION PLANNING

Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.

The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
[Insert invoicing address]
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

3.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
- The contract has required the State to carry insurance for such risk.

3.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, 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.

ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$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.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

3.5 **PERFORMANCE BONDING**

- A. The Contractor shall be required to obtain performance and payment bonds when necessary to protect the State's interest, as determined by the state.
- B. The following situations may warrant a performance bond:
1. The State's property or funds are to be provided to the contractor for using in performing the contract;
 2. Substantial progress payments are made before delivery of end items is complete; or
 3. The duties of the Contractor, if breached, could expose the State to liabilities.

- C. When it is determined that a performance bond is required, the Contractor shall obtain a performance bond as follows:
 - 1. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State; and
 - 2. The State may require additional performance bond protection when a contract price is increased or modified.
- D. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

3.6 **RECORD RETENTION**

- 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.
- 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.7 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

3.8 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.9 **CONTRACT INTERPRETATION**

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.

3.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.

- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.11 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this

assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.