



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

REQUEST FOR QUALIFICATIONS

RFQ Number: SP-13-0190	Buyer: Trent Taylor
Commodity: Arkansas In-Person Assister (IPA) Guide Entity Agency: Arkansas Insurance Department (AID)	Initial Bid Opening Date: April 11 , 2013 This solicitation is open-ended. RFQs may be submitted at anytime during the year or during any authorized renewal period
Date Issued: March 5, 2013	Proposal Opening Time: 1:00 pm Central Time

RFQ RESPONSES WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE RFQ RESPONSE ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFQ NUMBER, DATE AND HOUR OF RFQ OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFQ. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<u>MAILING ADDRESS:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	<u>RFQ OPENING LOCATION:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Business
(check one):

Designation Individual

Sole Proprietorship

Public Service Corp

Partnership

Corporation

Government/ Nonprofit

GENERAL DESCRIPTION:	In-Person Assister (IPA) Guide Entity
TYPE OF CONTRACT:	Qualified Vendor List
BUYER:	Trent Taylor
AGENCY P.R. NUMBER	
MATERIAL GROUPS	91869, 91878, 95300

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

Check minority type:

African American _____ Hispanic American _____ American Indian _____ Native American _____
 Asian American _____ Pacific Islander _____ Service Disabled Veteran _____

AR Certification number _____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. EMPLOYMENT OF ILLEGAL IMMIGRANTS: Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

4. TECHNOLOGY ACCESS: The Vendor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq, which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the State of Arkansas 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:

- Providing equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

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.

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

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

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

7. REQUIREMENT OF AMENDMENT: THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFQ opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

8. DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. RFQ documents received at the Arkansas Insurance Department after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

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

10. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

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

12. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Vendors should complete the Disclosure Forms posted with this RFQ.

13. CURRENCY: All proposal pricing must be United States dollars and cents.

14. LANGUAGE: Proposals will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.0 INTRODUCTION

This Request for Qualification (RFQ) is issued by the Office of State Procurement (OSP) for the Arkansas Insurance Department (AID or "the Department") to qualify vendor(s) with established relationships with uninsured populations for the purpose of establishing a broad network of providers for the Arkansas In-Person Assister (IPA) Guide program. The program is designed to provide outreach/education and enrollment assistance to uninsured Arkansans. The program is a vital element in the State's overall effort to ensure that uninsured Arkansans enroll in a health insurance plan through the Health Insurance Marketplace.

OSP will review the submission based on the criteria outlined in this document. A List of Qualified Service Providers will be established.

1.1 ISSUING AGENCY

This RFQ is issued by the Office of State Procurement (OSP) for the Arkansas Insurance Department (AID). The issuing office is the sole point of contact in the State for the selection process. If additional information is necessary to enable vendors to better interpret the information contained in the RFQ, written questions only will be accepted until the close of business on **March 14, 2013**. Submit questions to Trent.Taylor@arkansas.gov.

Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted on the AID website at <http://www.hbe.arkansas.gov> and the OSP website at <http://www.arkansas.gov/dfa/procurement/bids/index.php> on or before the close of business on **March 29, 2013**. **The Arkansas Insurance Department will not respond to verbal questions.**

1.2 CAUTION TO VENDORS

- A. **During the time between the RFQ opening and contract award, any contact concerning this RFQ will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.**
- B. Vendor(s) **must** submit one (1) signed original RFQ response on or before the date specified on page one of this RFQ. The response **should** be signed in BLUE ink.
- C. The vendor(s) should submit four (4) complete copies (marked copy) of the signed **RFQ response and one (1) electronic version of the RFQ response, preferably in MS Word/Excel Format, on CD or flash drive.**
- D. Failure to submit the required number of copies with the RFQ response may be cause for rejection.
- E. If the Office of State Procurement requests additional copies of the RFQ response, they **must** be delivered within twenty-four (24) hours of request.
- F. For a RFQ response to be considered, an official authorized to bind the vendor(s) to a resultant contract, **must** have signed the response.
- G. All official documents and correspondence **shall** be included as part of the resultant contract, if a contract is issued as a result of this RFQ.
- H. The State Procurement Official reserves the right to award a contract or reject a response for any or all line items of a response received as a result of this RFQ, if it is in the best interest of the State to do so. Responses will be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor(s) to submit response(s) on or before the deadline established by the issuing office.
 2. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
 3. Failure to sign an Official RFQ Document.

4. Any wording by the vendor(s) in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.
5. Failure of any proposed system/services to meet or exceed the specifications.

1.3 RFQ FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFQ in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

1.4 TYPE OF CONTRACT

In the event a contract is issued to the qualified vendor, the contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and AID, the contract may be renewed on a year-to-year basis, for up to (six (6) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.5 RECORD RETENTION

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and specified by the State of Arkansas Law. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.6 PROPRIETARY INFORMATION

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

1.7 RESERVATION

This RFQ does not commit the Arkansas Insurance Department to award a contract, to pay costs incurred in the preparation of a response to this RFQ, or to procure or contract for a system.

1.8 CLARIFICATION OF RFQ AND QUESTIONS

If additional information is necessary to enable vendors to better interpret the information contained in the RFQ, only **written** questions will be accepted until the close of business on **March 14, 2013**. Submit questions to Trent.Taylor@dfa.arkansas.gov.

Only vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted on the AID website at <http://www.hbe.arkansas.gov> and the OSP website at <http://www.arkansas.gov/dfa/procurement/bids/index.php> on or before the close of business on **March 26, 2013**. **The Arkansas Insurance Department will not respond to verbal questions.**

1.9 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In addition to the written response, vendor may, at the discretion of the AID evaluation committee, make an oral presentation.

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

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

1.10 DEFINITION OF TERMS

The Arkansas Insurance Department has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in “Clarification of RFQ”. The words “bidder”, “vendor”, contractor, and “respondent” are used as synonyms in this document.

Other definitions of appropriate acronyms and terms relative to this RFQ include:

ACA	Affordable Care Act	The Patient Protection and Affordable Care Act (PPACA) – also known as the Affordable Care Act is the landmark health reform legislation passed by the 111th Congress and signed into law by President Barack Obama in March 2010. The legislation includes a long list of health-related provisions that began taking effect in 2010 and will “continue to be rolled out over the next four years.” Key provisions are intended to extend coverage to millions of uninsured Americans, to implement measures that will lower health care costs and improve system efficiency, and to eliminate industry practices that include rescission and denial of coverage due to pre-existing conditions.
AID	Arkansas Insurance Department	The purpose of the State Insurance Department is to serve and protect the public interest by the equitable enforcement of the state’s laws and regulations affecting the insurance industry.
AHC	Arkansas Health Connector	The Arkansas Health Benefits Exchange Partnership Division’s Outreach and Education program to connect consumers, providers, issuers and businesses with the resources they need to answer questions, schedule speakers or get access to guides who can assist them with insurance.

CCIIO	Center for Consumer Information and Insurance Oversight	The Centers for Medicare & Medicaid Services' Center for Consumer Information and Insurance Oversight (CCIIO), part of the U.S. Department of Health & Human Services (DHHS), provides national leadership in setting and enforcing standards for health insurance that promote fair and reasonable practices to ensure that affordable, quality health coverage is available to all Americans. The center also provides consumers with comprehensive information on coverage options currently available so they may make informed choices on the best health insurance for their family.
CMS	Center for Medicare and Medicaid Services	The Center for Medicare and Medicaid Services is the federal agency that runs the Medicare program. In addition, CMS works with the States to run the Medicaid program. CMS works to make sure that the beneficiaries in these programs are able to get high quality health care.
DHHS	U. S. Department of Health and Human Services	DHHS administers many of the "social" programs at the Federal level dealing with the health and welfare of the citizens of the United States. (It is the "parent" of CMS.)
EHB	Essential Health Benefits	Ten (10) benefits covered by all health plans on the Exchange: (1) ambulatory services; (2) hospitalization; (3) emergency services; (4) maternity and newborn care; (5) mental health and substance use disorder treatment; prescription drugs; rehabilitative and habilitative services/devices; (8) laboratory services; (9) preventive, wellness and chronic disease management and (10) pediatric services, including oral and vision care.:
FFE	Federally-facilitated Exchange	The Affordable Care Act allows each State the opportunity to establish an Affordable Insurance Exchange ("Exchange") to help individuals and small employers purchase affordable health insurance coverage. Exchanges will allow individuals and eligible employers to compare and select from qualified health plans (QHPs) for their families and their employees that meet benefit design, consumer protection, and other standards. The Affordable Care Act directs the Secretary of HHS to establish and operate a Federally-facilitated Exchange to serve the consumers of any State that does not elect to create a State Based Exchange on their own.
HBEPD	Health Benefits Exchange Partnership Division	The Health Benefits Exchange Partnership Division is a division within the Arkansas Insurance Department responsible for performing, monitoring and collaboration of the activities under the State Partnership Exchange model. This includes the activities within the federal core areas of Plan Management and Consumer and Stakeholder Engagement and Support functions of the exchange while the federal exchange provides eligibility and enrollment functions.

HIM	Health Insurance Marketplace	The name branded for the federal web portal that will be used by eligible consumers and employers for searching and enrolling in Qualified Health Plans.
IPA	In-Person Assister (IPA) Guide	Individual employed, contracted, and/or volunteer responsible for assisting consumers in understanding, comparing, and enrolling in health insurance plans through the Health Insurance Marketplace, also known as "Guides"..
OSP	Office of State Procurement	The Office of State Procurement (OSP) has primary responsibility and oversight for State government procurement of commodities, technical and professional services for all state agencies, boards and commissions and colleges and universities.
SPE	State Partnership Exchange	Under the Affordable Care Act, states have the option to enter into a Partnership with a Federally Facilitated Exchange. Under a State Partnership model, a State may administer plan management functions, in-person consumer assistance functions, or both. In non-Partnership FFE States, FFEs will perform these functions.

1.11 PUBLICITY

News releases, or any release of information in a public manner including but not limited to social media, pertaining to the RFP or the services, study, data or project to which it relates will not be made without prior written approval of the Agency, and then only in accordance with the explicit written instructions from Agency. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. No results of the program are to be released publicly without prior written approval from the Agency, and then only to designated persons.

1.12 RFQ EVALUATION

AID will evaluate all responses to ensure all RFQ evaluation criteria requirements are met. (Pass/Fail) Any resulting contracts will be issued after price negotiation has been completed and AID is satisfied that the needs of the agency and consumers will be fulfilled taking into consideration geographic areas and specific populations proposed to be served by the vendor.

This solicitation allows for resulting contracts to be issued to multiple vendors if in the best interest of the State.

1.13 PRICING

Pricing **shall not** be submitted with the RFQ response.

1.14 NEGOTIATIONS

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

IN THE EVENT A CONTRACT IS AWARDED BASED ON THIS RFQ, THE FOLLOWING SHALL APPLY (1.15 – 1.23):

1.15 TERMS AND CONDITIONS OF PROPOSAL

All invoices are due by the 15th of each month and **shall** be forwarded to:

Amanda Spicer, Finance Manager
Arkansas Insurance Department, HBEPD
1200 W. Third Street, Suite 201
Little Rock, AR 72201.
amanda.spicer@arkansas.gov

The Invoice, Invoice Remit, and Summary must be delivered at no cost to the State. Invoices should reflect services performed and expenses incurred during the period (e.g. billing would be less in months when services are scaled back due to unforeseen circumstances).

The contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.16 PRIME CONTRACTOR RESPONSIBILITY

Qualifying vendors will be required to assume prime contractor responsibility and will be the sole point of contact for any resulting contracts.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, EIN (Employee Identification Number), contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their RFQ response. The State reserves the right to refuse the choice of any particular sub-contractor that may be proposed.

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the AID.

The qualifying vendor **shall** give AID immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.17 CONTRACT INFORMATION

A. The State of Arkansas may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.

3. Upon default, to pay all sums to become due under a contract.
 4. To pay damages, legal expenses or other costs and expenses of any party.
 5. To continue a contract once the equipment has been repossessed.
 6. To conduct litigation in a place other than Pulaski County, Arkansas.
 7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
1. Remove any language from its contract which grants to it any remedies other than:
 - a) The right to possession.
 - b) The right to accrued payments.
 - c) The right to expenses of deinstallation.
 - d) The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e) The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - f) Include in its contract that the laws of the State of Arkansas govern the contract.
 - g) Acknowledge that contracts become effective when awarded by AID.
- C. The State of Arkansas may contract with another party:
1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 2. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.18 CONDITIONS OF CONTRACT

Qualifying vendors **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of contracts which in any manner affect the completion of the work. Qualified vendors **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 successful vendors.

1.19 STATEMENT OF LIABILITY

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

Nothing in these terms and conditions shall be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

1.20 AWARD RESPONSIBILITY

The Arkansas Insurance Department, Health Benefits Exchange Partnership Division will be responsible for award and administration of any contracts resulting from this RFQ.

1.21 CONFIDENTIALITY

Qualified vendors **shall** be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks in the event a contract is awarded. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.22 CANCELLATION

In the event the State no longer needs the qualified vendors for the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, or relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

1.23 ADDITIONAL REQUIREMENTS (LICENSE AGREEMENTS/SLA'S)

The State **shall not** accept any license agreements or service level agreements that must be signed prior to award in the event the State issues a contract as a result of this RFQ.

1.24 ANTICIPATED RFQ TIMETABLE

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

Action	Timeline
Original Proposal Release Date	Tuesday, March 5, 2013
Proposal Conference (Optional to vendors) Arkansas Insurance Department 1200 3 rd Street Little Rock, AR 72116	Thursday, March 21, 2013, 1:00 - 4:00 pm CT
Written Questions Due from Respondents to Trent.Taylor@dfa.arkansas.gov	Monday, MARCH 25, 2013, 3:00 PM CT
*Responses to Questions Posted by OSP & AID	Monday, APRIL 1, 2013
PROPOSAL SUBMISSION DEADLINE	Thursday, April 11, 2013, 1:00 pm CT
*Contract Negotiations/Posting Announcement	By Wednesday, May 1, 2013
*Resulting Vendor Work Commences	Wednesday, May 15, 2013

* Dates listed above are approximate

SECTION 2 - SPECIFIC REQUIREMENTS

2 PURPOSE

This Request for Qualification (RFQ) is issued by the Arkansas Insurance Department (AID) for the purpose of recruiting entities to provide services in conjunction with the Arkansas In-Person Assister (IPA) Guide program. The program is intended to promote the availability and affordability of health insurance coverage through the federal Health Insurance Marketplace and facilitate consumer enrollment into Arkansas Medicaid or the private insurance plan that best meets the consumer's needs. IPA Guide entities will act on behalf of the Arkansas Insurance Department to perform the duties outlined in the ACA for the purpose of reducing the uninsured, underinsured and uninformed in the State of Arkansas. IPA Guide entities will conduct targeted community outreach to consumers or with community-based partners or coalitions to increase understanding of the Health Insurance Marketplace and raise awareness of the opportunities for assistance with benefit and plan selection with special emphasis on vulnerable populations and others who experience barriers to receiving assistance due to their geographic location, language, and/or culture. The Arkansas' IPA Guide Program is designed to engage multiple entities to assist the approximately 587,000 uninsured Arkansans to enroll in private health insurance or Medicaid via the Federally-facilitated Health Insurance Marketplace. It is believed that utilizing individual IPA Guides working through existing organizations across the state will be the most effective way to achieve this goal.

2.1 ELIGIBILITY:

In order to qualify to participate in the IPA Guide Program, respondents must demonstrate existing relationships or demonstrate the ability to form relationships with employers and employees, consumers (including uninsured and underinsured consumers), or self-employed individuals likely to be qualified to enroll in a qualified health plan in the Health Insurance Marketplace. This will be determined by the vendor's narrative.

Eligible respondents include, but are not limited to: community and consumer-focused nonprofit groups; trade, industry and professional associations; farming organizations; religious organizations, chambers of commerce; licensed agents and brokers.

Eligible respondents must possess an employer identification number, may not be on the either the state or federal barred provider list, and may not be delinquent on federal or state taxes.

Eligible respondents must not be health insurance issuers, subsidiaries of a health insurance issuer, or professional associations that include members of or lobbies on behalf of the insurance industry.

Eligible respondents must not receive any consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any individual or employee in a qualified health plan.

Successful respondents will demonstrate fiscal accountability in accordance with generally accepted accounting principles and a commitment that all funding provided will be used for the sole purpose of IPA Guide activities, per an approved budget.

Successful respondents will be required to ensure that individuals under their direction will be certified in accordance with federal and state certification requirements subsequent to awarding any resulting contract. It is expected that IPA Guide entities will have at least one individual IPA guide on staff who is a permanent employee of the entity. IPA Guide entity staff may be full or part-time paid employees, contracted staff and/or volunteers.

Successful respondents will ensure that individuals under their direction perform the following activities:

- A. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the new Health Insurance Marketplace;
- B. Provide information and services in a fair, accurate and impartial manner (such information must acknowledge other health programs);
- C. Facilitate enrollment in qualified health plans;
- D. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- E. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Health Insurance Marketplace or Arkansas Health Connector Program, including individuals with limited English proficiency; and ensure accessibility and usability of tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

2.2 DEVELOPMENT OF THE IPA GUIDE PROGRAM BACKGROUND:

The Arkansas Insurance Department (AID), Health Benefits Exchange Partnership Division (HBEPD) is charged with implementing the state's responsibilities within the State Partnership Exchange Model. The HBEPD has developed consumer assistance policies and procedures for the Arkansas IPA Guide Program by soliciting input from numerous stakeholders.

The Consumer Assistance Advisory Committee (CAAC), comprised of a broad range of diverse consumer, business, health care, and insurance industry stakeholders, is designed to assist HBEPD in planning and implementing the consumer assistance functions of the Arkansas State Partnership Exchange. The Committee has been heavily engaged in identifying and recommending the IPA Guide Program's goals, objectives, and policies. The CAAC has shaped the program's design and outcomes. The CAAC recommended the following goals for the program, later adopted and approved by the AID Commissioner.

IPA Guide Program Responsibilities:

- A. The program will be easy to use, simple in design and understanding, where benefits are easily gleaned by consumers and insurers;
- B. The program will increase and improve access to health insurance;
- C. The program will increase insurance coverage for underserved, uninsured, and uninformed populations in Arkansas through multiple community strategies;
- D. The program will improve geographical access statewide for individuals with different needs;
- E. The program will be transparent and accountable to the public;
- F. The program will develop certification requirements, training, and ongoing updates;
- G. The program will evaluate and monitor IPA Guide entities for contract compliance;
- H. The program will provide technical assistance as needed to IPA Guide entities and individual IPA guides; and
- I. The program will provide reimbursement to IPA Guide entities.

IPA Guide Entity Responsibilities:

- A. Recruit and maintain trained individual IPA Guides;
- B. Utilize state data to target outreach and education efforts;
- C. Demonstrate existing relationships or demonstrate the ability to form relationships with employers and employees, consumers (including uninsured and underinsured consumers), or self-employed individuals likely to be qualified to enroll in a qualified health plan;
- D. Utilize different media to reach different populations;
- E. Ensure that there are no conflicts of interest, and, where possible, remove the appearance of conflicts of interest;
- F. Ensure security and confidentiality of personal information;
- G. Ensure selected IPA Guides are trusted sources of health care coverage information in the communities they choose to serve, and
- H. Ensure selected IPA Guides provide health insurance options in a way that is fair and impartial and protects Protected Health Information (PHI).

Individual IPA Guide Responsibilities:

- A. Use plain language, provide consumer with an understanding of qualified health plans available, premium tax credits and cost sharing provisions, understanding of the differences in metal plans (platinum, gold, silver, and bronze), eligibility and enrollment processes, and understanding of public programs and eligibility;
- B. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency, and ensure accessibility and usability of IPA guide tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act;
- C. Ensure that information is relayed in a way that simplifies choices and considers the individual needs of each consumer and his/her family;
- D. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Health Insurance Marketplace;
- E. Provide information and services in a fair, accurate and impartial manner. Such information must acknowledge other health programs;
- F. Increase awareness of insurance options in a manner that does not stigmatize qualified health plans;
- G. Facilitate enrollment in qualified health plans and public programs;
- H. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- I. Be knowledgeable in both public program and private insurance;
- J. Be trusted sources with current experience working with a variety of populations;
- K. Follow-through and continue efforts to assist the individual in completing the process to obtain insurance, and assist with dispute resolution, post-enrollment;

- L. Receive no financial consideration directly or indirectly from an insurance company or qualified health plan;
- M. Demonstrate that there is no conflict of interest in providing the full range of services; and
- N. Provide resources or avenues to register complaints and grievances with any service provided through the Health Insurance Market.

2.3 INSURANCE

Prior to award, the vendor must provide proof of the following insurance. The Contractor shall at all times during the Contract maintain in full force and affect Employer's Liability, Workers' Compensation, and Property Damages insurance.

Minimum liability insurance limits shall be as follows:

<u>Coverage</u>	<u>Limits of Liability (dollars)</u>
Workers' Compensation	As required by the Statutes of the State of Arkansas
General Liability	
General Aggregate	1,000,000
Aggregate	1,000,000
Personal Injury	1,000,000
Each Occurrence	1,000,000

SECTION 3 - SCOPE OF WORK

3 IPA GUIDE ENTITY WORK TO BE PERFORMED

The Arkansas Insurance Department, HBEPD will contract with IPA Guide entities to provide staff who will perform the following five (5) primary program responsibilities, as outlined in ACA regulations **45 CFR § 155.210**:

- A. Maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Health Insurance Marketplace;
- B. Provide information and services in a fair, accurate and impartial manner. Such information must acknowledge other health programs;
- C. Facilitate consumer selection of a qualified health plan;
- D. Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under section 2793 of the PHS Act, or any other appropriate State Entity or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- E. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Health Insurance Marketplace, including individuals with limited English proficiency, and ensure accessibility and usability of Arkansas In-Person Assister Guide tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act; and
- F. Conduct community outreach to consumers or with community-based partners or coalitions to increase understanding of the Health Insurance Marketplace and raise awareness of the opportunities for assistance with benefit and plan selection with special emphasis on vulnerable populations and others who experience barriers to receiving assistance due to their geographic location, language, and/or culture.

3.1 IPA GUIDE ENTITY ATTESTATIONS

In order to efficiently and effectively accomplish the work described above, IPA Guide entities and individual IPA Guides under its direction, where appropriate, will be required to attest to the following:

- A. Increase and enhance access to a workforce of certified IPA Guides that are trained, fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans and referral for complaint resolution;
- B. The IPA Guide Entity and all contracted, volunteer, or employed individual IPA Guides under its direction, are not a health insurance issuer; subsidiary of a health insurance issuer, or an association that includes members of or lobbies on behalf of the insurance industry health insurance issuer;
- C. The IPA Guide Entity will maintain sufficient staff, including support staff, to meet the demand of the area and/or population to be served;
- D. The IPA Guide Entity will stay updated on all requirements, policies, and regulations regarding the Health Insurance Marketplace and the Arkansas Health Connector Program and assure that employed, volunteer, and contracted individual IPA Guides under its direction will stay up to date as well;
- E. The IPA Guide Entity will conduct performance evaluations to determine areas of strength and areas needing improvement among individual IPA Guides under its direction and provide managerial oversight as appropriate;

- F. The IPA Guide Entity will abide by all performance indicators as provided by the AID and developed and approved by the Consumer Assistance Advisory Committee;
- G. The IPA Guide Entity will agree to provide direct payment to all contracted, volunteer and/ or employed IPA Guides as agreed upon through contract and/or employment agreement;
- H. The IPA Guide Entity will attest that it and all contracted, volunteer, and/ or employed individual IPA Guides under its direction will not provide financial incentives to potential health coverage consumers, such as rebates or giveaways;
- I. The IPA Guide Entity will ensure that all contracted, volunteer, and/ or employed individual IPA Guides under its direction, successfully complete a criminal background check in accordance with State and federal rules, prior to performing IPA responsibilities;
- J. The IPA Guide Entity will ensure that all contracted, volunteer, and/ or employed individual IPA Guides under its direction are local residents of the area served;
- K. The IPA Guide Entity will ensure that all contracted, volunteer, and/ or employed individual IPA Guides under its direction agree to put consumer safety first in carrying out the responsibilities of the IPA;
- L. The IPA Guide Entity will attest that it and all contracted, volunteer, and/ or employed individual IPA Guides under its direction will not receive any direct or indirect payments from any health insurance issuer in connection with the enrollment of any qualified individuals or qualified employees in a Qualified Health Plan (QHP) or any compensation of any kind from any other entity, organization, or agency for enrolling individuals in health plans as explicitly prohibited by Federal law;
- M. The IPA Guide Entity will attest that at least one permanent staff member and/ or all contracted, volunteer, or employed individual IPA Guides under its direction will participate in initial and on-going training, as required by the AID;
- N. The IPA Guide Entity will provide and ensure the provision of all equipment necessary for staff performance of the responsibilities including appropriate computer equipment, cell phones, internet access, etc. and all other needs required to carry out the responsibilities of the position. In order to ensure compatibility with the HBEPD reporting system, the minimum desktop requirements include the following:

Computer/Processor	Pentium 4 – 2.3 GHz or Better
Operating System	Windows XP service Pack 2 (SP2); Windows XP Professional x64 Edition; Windows Servicer 2003 Service Pack (SP1); Windows Service 2003 Service Pack 1 ia64; Windows Vista
Memory	- 1GB of RAM minimum for Window XP SP2 and Windows Server 2003 SP1 - 1GB of RAM minimum for Windows XP Professional x64 and Windows Server 2003 SP1 ia64 - 1GB of RAM minimum for Windows Vista
Display	1024 X 768 The optimum DPI setting for Curam is Normal size. For example, in Windows the DPI settings are found in the Control Panel , under Display > Settings > Advanced > General
Peripherals	Modem or Internet connection, Mouse and Keyboard

- O. The IPA Guide Entity and all contracted, volunteer, and/ or employed individual IPA Guides under its direction will disclose any past compensation received from insurance plans, reason for compensation, and whether or not there is a desire to receive future compensation from any plan or insurer in the health care community and Page 17, Section E under "IPA Guide Entity Responsibilities" ensures no conflicts.
- P. The IPA Guide Entity and all contracted, volunteer, and/ or employed individual IPA Guides under its direction will not engage in political activities in connection with the responsibilities to be performed;
- Q. The IPA Guide Entity will comply with all HBEPD on-going monitoring efforts, which include, but are not limited to the following:
- Monthly reporting
 - Desk audits
 - On-Site evaluations (formal or informal)
 - Service delivery observation
 - Consumer satisfaction survey
- R. The IPA Guide Entity and all contracted, volunteer, and/ or employed individual IPA Guides under its direction will ensure that any and all personally identifiable information received, used, stored, transferred, or prepared for disposal is subject to privacy and security protections reflecting compliance with 45 CFR §155.260;
- S. The IPA Guide Entity will interact with an electronic system called the In-Person Assister Guide Program Integrated Software Solution (IPA-IT) in its day-to-day operations to track and report activities and submit reports as required by HBEPD. Interaction with the IPA-IT software tool may include, but not be limited to the following information:
- Details of contracted, employed, or volunteer IPA Guides under its direction who have been trained and certified;
 - Number of consumers assisted with enrollment by contracted, employed, or volunteer IPA Guides under its direction;
 - Demographic information regarding the population served (i.e., insurance status, income, gender, age, race and ethnicity, primary language, number of family dependents, etc.);
 - List of collaborating organizations, including the manner in which they have assisted the IPA entity to increase awareness of the exchange and facilitate enrollment;
 - Description of public awareness activities, including location, description of the audience, number in attendance, etc.;
 - Number and types of assistance activities that were provided (telephone calls, web, person to person visits, group/public outreach events and the number of people in attendance);
 - Number and type of complaints received, referred, and disposition thereof. Complaints may involve the IPA entity; contracted, employed, or volunteer IPA Guides under its direction; health plan issuers; etc.

IPA Guide entities will be required to assure that all staff contracted, volunteered, and/ or employed, abide by all attestations, where appropriate, in this section. The IPA Guide entity will be expected to provide this information through written policies and procedures.

Following the Notice of Award, successful respondents will be required to enter organizational details in to the IPA IT software tool to initiate further contractual activities.

3.2 HBEPD RESPONSIBILITIES

HBEPD will provide all required training to individual IPA Guides. Additionally, all education and outreach materials used by individual IPA Guides will be developed and distributed by HBEPD. HBEPD will provide technical support, as needed and/or requested.

HBEPD will provide the IPA Guide Entities with an electronic solution for all reporting requirements. This will ensure consistency and uniformity with all required reporting. HBEPD will provide technical assistance as needed and requested on all elements. The electronic system will have the flexibility to allow reporting on a real time basis and in aggregate form but no less frequently than monthly.

To ensure the delivery of quality services to consumers, HBEPD will conduct ongoing monitoring using a combination of methods, including, but not limited to:

- A. Monitoring required monthly reports;
- B. Desk audits;
- C. On-site evaluations (formal or informal);
- D. Service delivery observation;
- E. Consumer satisfaction surveys.

HBEPD may also monitor through “secret shopper” observations where HBEPD staff or contracted individuals do not disclose that they are monitoring the outreach activity.

3.3 IPA GUIDE ENTITY PAYMENT

In the event of any resulting contract, payments to contracted IPA Entities will consist of three components:

- A. **Start-Up Payment** – 20% of the agreed upon contract amount may be paid within 60 days of any resulting contract, to fund **approved** program start-up costs;
- B. **Monthly Payment** – 70% of the agreed upon contract amount may be billed on a monthly basis. **Invoices are due the 15th of each month.** Invoices should reflect services performed and expenses incurred during the period (e.g. billing would be less in months when services are scaled back due to unforeseen circumstances);
- C. **Pay-for-Performance** – 10% of the agreed upon contract amount will be withheld and paid after the Open Enrollment period and will be based upon a minimum attainment rate of 85% of agreed upon monthly goals and objectives and identified in the performance metrics list below. The number/percentage enrolled will be based on data from the Federal database.

Performance metrics, used as the basis for payment, may include a combination of the following:

1. Enrollment Measures
 - a. Number of individuals that IPA Guides enrolled in a QHP or Medicaid, if applicable, (and/or other insurance type), if available;
 - b. Number of individuals that IPA Guides enrolled in a QHP or Medicaid, if applicable, from a “hard-to-reach population” (to be defined) , if available;
 - c. Number of applications that IPA Guides started with individuals;
 - d. Number of applications that IPA Guides completed with individuals;

e. Percentage of IPA Guide Entity “target population” enrolled during open enrollment.

2. Outreach and Education Measures

a. Number of outreach activities completed (by type and number of attendees);

b. Number of education activities completed (by type and number of attendees).

3. Administrative

a. Data reported accurately and in a timely manner, with no greater than 5% error or late rates;

b. Consumer complaints referred to AID’s Consumer Services Division within two (2) business days of receipt from consumer, with mutually agreed upon follow-up to be conducted.

c. No more than 5% enrollment error rate (as reported by the FFE and attributable to a specific IPA Guide entity.)

4. Enrollee Satisfaction

a. Consumer overall satisfaction with individual IPA Guides and/or IPA Guide Entity as documented by IPA Guide entity and/or AID surveys.

SECTION 4 - PROPOSAL SUBMISSION REQUIREMENTS

Vendor(s) **must** submit one (1) signed original RFQ response on or before the date specified on page one of this RFQ. The response should be signed in BLUE ink.

The vendor(s) should submit four (4) complete copies (marked copy) of the signed RFQ response and one (1) electronic version of the RFQ response, preferably in MS Word/Excel Format, on CD or flash drive.

RFQ responses should be typewritten, single spaced, using no less than eleven (11) point font, on 8½ X 11 inch paper only.

Vendors should address each item listed in this RFQ to be guaranteed a complete evaluation. After initial qualification of responses, contracts **may** be awarded to a selection of qualified vendors as determined in Committee by evaluation, negotiations will be conducted prior to any resulting contract being issued.

4 RFQ RESPONSE:

(Signature is required on the front page of the RFQ)

A completed response should be organized to include the following information by sections in the following order:

A. TABLE OF CONTENTS

B. PROJECT NARRATIVE *(Maximum of twelve (12) pages)*

1. Organizational Capacity
2. Experience with Population to be Served
3. Area of the State to be Served
4. Project Activities
5. Program Evaluation and Continuous Quality Improvement

C. ATTACHMENTS

1. Abstract Page (Appendix A)
2. Signed Attestations (Appendix B)
3. Board of Directors List, if applicable (to include gender and race)
4. Three (3) letters of reference from local community organizations with whom you currently have a relationship or with whom you will develop a relationship to assist with the project.

4.1 RESPONSE DESCRIPTIONS

A. TABLE OF CONTENTS

The table of contents is intended to be an aid to the reader and provides the reviewer an insight on how carefully the application was constructed. Neither the cover page nor the table of contents should be numbered. Be sure to indicate the page number for each section.

B. PROJECT NARRATIVE – (Maximum of twelve (12) pages)

This section will identify the plan for providing services as described in the scope of work, section 3.0. The project narrative is divided into six (6) categories. Requirements presented herein will enable the reviewer to assess the respondent's ability to carry out the responsibilities described in this RFP. The applicant must address all items detailed below and provide, in sequence, the information and documentation as required. Be sure to address each category in this section. THE ENTIRE PROJECT NARRATIVE SECTION MAY NOT EXCEED TWELVE (12) PAGES.

1. Organizational Capacity

Describe the respondent's ability to provide the proposed services as described in the scope of work. Be sure to include historical information, community partnerships, and the scope of services currently provided by the applicant.

Provide a brief history, including year established and notable events. Explain the skills needed to carry out the project and indicate how previous experience has prepared the applicant to carry out the responsibilities as identified in federal regulations and by the State of Arkansas.

Be sure to include staff qualifications, programmatic and financial stability, and the respondent's relationship with the population to be served and any other information that demonstrates the respondent's ability to carry out the required services.

Describe the respondent's current and planned operations, including hours of availability, location(s), phone availability, on-line assistance or web availability, as well as any other ways the applicant is currently or proposes to be available to the public.

2. Population and Area to be Served

Describe the respondent's experience with the targeted population for this project. In describing the target population, specify if the population is a vulnerable population and the barriers they experience in receiving assistance for reasons such as their geographic location, language, and/or culture as well as any special needs the population may have.

Indicate how the respondent can best meet the needs of the population and what, if any, special services will be required. Needs of the population should be provided in short, simple, clearly understood language that demonstrates an understanding of the lack of insurance coverage, the rising need for coverage, and identified gaps in coverage.

Describe the area of the state you will cover (e.g. statewide, individual county or group of counties, public health district or group of districts, other). The description should include a list of counties in your proposed coverage area. Describe how the location of your agency will assist you in delivering services specific to the needs of the area to be served.

3. Project Activities

Describe the number, type, and qualification of individuals to be recruited to provide the proposed services. Describe the process for identifying and recruiting individuals to serve as IPA Guides. Describe how the applicant will assure that individuals under its direction will be trained, fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans and referral for complaint resolution.

Describe the plan for ensuring that the population to be served is aware of and understands the benefits of the Health Insurance Marketplace in a manner that will provide information in a fair, accurate, and impartial manner in the facilitation of the selection of QHPs, maximize enrollment in the exchange, and reduce the number of uninsured in Arkansas. In the plan, be sure to identify the organizations with whom the applicant will collaborate, including how those organizations will assist the applicant in achieving its goals.

Describe the outreach plan, including components believed to be unique or important for addressing the unique needs of the population to be served.

4. *Evaluation and Continuous Quality Improvement*

Describe the method to be used to evaluate the success of the services to be provided by the applicant.

Describe the process for handling and referring complaints and grievances about individual IPA Guides, under the respondent's direction.

Describe the proposed methodology for obtaining feedback from the population and area to be served regarding the respondent's performance and efficacy, include how the feedback will be used to improve performance and how feedback will be provided to AID.

SECTION 5 - CRITERIA FOR SELECTION

RFQ responses shall be evaluated by the Arkansas Insurance Department Evaluation Team. Other agencies and consultants of AID may also examine documents.

For any resulting contract, selection determination will be a combination of the project narrative and the identified geographic area, as well as the specific population proposed to be served by the project. Qualified responses will be studied carefully in terms of feasibility to implement, as well as the overall impact that the project will have on addressing the needs within the community, as determined by the State. EVALUATION REVIEW

Vendor Response To Project Narrative	Pass/Fail
Organizational Capacity	Pass/Fail
Population and Area to be Served	Pass/Fail
Project Activities	Pass/Fail
Evaluation and Continuous Quality Improvement	Pass/Fail

APPENDIX A: ABSTRACT
ARKANSAS INSURANCE DEPARTMENT
1200 W. Third St, Little Rock, Arkansas 72201

ABSTRACT
ARKANSAS IN-PERSON ASSISTER (IPA) GUIDE ENTITY

1. APPLICANT ORGANIZATION										
2. MAILING ADDRESS				CITY			STATE		ZIP CODE	
3. PHONE NUMBER			4. ALTERNATE PHONE NUMBER			5. E-MAIL ADDRESS				
6. AUTHORIZED OFFICIAL	(a) Name					(b) Title				
7. EMPLOYER IDENTIFICATION NUMBER						9. TOTAL NUMBER TO BE SERVED BY PROPOSED PROJECT				

PLEASE INDICATE THE AREA(S) TO BE SERVED BY THE PROPOSED PROJECT (*Check ALL that apply*)

NORTHWEST		NORTHEAST		SOUTHWEST		SOUTHEAST		CENTRAL	
ALL	<input type="checkbox"/>	ALL	<input type="checkbox"/>	ALL	<input type="checkbox"/>	ALL	<input type="checkbox"/>	ALL	<input type="checkbox"/>
BAXTER	<input type="checkbox"/>	CLAY	<input type="checkbox"/>	CALHOUN	<input type="checkbox"/>	ARKANSAS	<input type="checkbox"/>	FAULKNER	<input type="checkbox"/>
BENTON	<input type="checkbox"/>	CLEBURNE	<input type="checkbox"/>	CLARK	<input type="checkbox"/>	ASHLEY	<input type="checkbox"/>	GARLAND	<input type="checkbox"/>
BOONE	<input type="checkbox"/>	CRAIGHEAD	<input type="checkbox"/>	COLUMBIA	<input type="checkbox"/>	BRADLEY	<input type="checkbox"/>	GRANT	<input type="checkbox"/>
CARROLL	<input type="checkbox"/>	CRITTENDEN	<input type="checkbox"/>	DALLAS	<input type="checkbox"/>	CHICOT	<input type="checkbox"/>	LONOKE	<input type="checkbox"/>
CONWAY	<input type="checkbox"/>	CROSS	<input type="checkbox"/>	HEMPSTEAD	<input type="checkbox"/>	CLEVELAND	<input type="checkbox"/>	PERRY	<input type="checkbox"/>
CRAWFORD	<input type="checkbox"/>	FULTON	<input type="checkbox"/>	HOT SPRING	<input type="checkbox"/>	DESHA	<input type="checkbox"/>	PULASKI	<input type="checkbox"/>
FRANKLIN	<input type="checkbox"/>	GREENE	<input type="checkbox"/>	HOWARD	<input type="checkbox"/>	DREW	<input type="checkbox"/>	SALINE	<input type="checkbox"/>
JOHNSON	<input type="checkbox"/>	INDEPENDENCE	<input type="checkbox"/>	LAFAYETTE	<input type="checkbox"/>	JEFFERSON	<input type="checkbox"/>	OTHER AREA(S) (Please Specify)	
LOGAN	<input type="checkbox"/>	IZARD	<input type="checkbox"/>	LITTLE RIVER	<input type="checkbox"/>	LEE	<input type="checkbox"/>		
MADISON	<input type="checkbox"/>	JACKSON	<input type="checkbox"/>	MONTGOMERY	<input type="checkbox"/>	LINCOLN	<input type="checkbox"/>	CITY	COUNTY
MARION	<input type="checkbox"/>	LAWRENCE	<input type="checkbox"/>	MILLER	<input type="checkbox"/>	MONROE	<input type="checkbox"/>		
NEWTON	<input type="checkbox"/>	MISSISSIPPI	<input type="checkbox"/>	NEVADA	<input type="checkbox"/>	PHILLIPS	<input type="checkbox"/>		
POPE	<input type="checkbox"/>	POINSETT	<input type="checkbox"/>	OUACHITA	<input type="checkbox"/>	PRAIRIE	<input type="checkbox"/>		
SEARCY	<input type="checkbox"/>	RANDOLPH	<input type="checkbox"/>	PILE	<input type="checkbox"/>	ST. FRANCIS	<input type="checkbox"/>		
SEBASTIAN	<input type="checkbox"/>	SHARP	<input type="checkbox"/>	POLK	<input type="checkbox"/>				
SCOTT	<input type="checkbox"/>	STONE	<input type="checkbox"/>	SEVIER	<input type="checkbox"/>				
VAN BUREN	<input type="checkbox"/>	WHITE	<input type="checkbox"/>	UNION	<input type="checkbox"/>				
WASHINGTON	<input type="checkbox"/>	WOODRUFF	<input type="checkbox"/>						
YELL	<input type="checkbox"/>								

APPENDIX B: ATTESTATIONS

RFQ respondents must attest to the following *(Initial each statement, sign and date)*

_____The In-Person Assister (IPA) Guide Entity is not a health insurance issuer; subsidiary of a health insurance issuer, or an association that includes members of or lobbies on behalf of the insurance industry health insurance issuer;

_____The In-Person Assister (IPA) Guide Entity does not receive any direct or indirect payments from any health insurance issuer in connection with the enrollment of any qualified individuals or qualified employees in a Qualified Health Plan (QHP) as explicitly prohibited by Federal law;

_____The In-Person Assister (IPA) Guide Entity does not receive any compensation of any kind from any other entity for enrolling individuals in health plans;

_____Disclosure of any past compensation received from plans, reason for compensation, and whether or not there is a desire to receive future compensation from any plan or insurer in the health care community;

_____A commitment to full participation in required initial **and** on-going training;

_____A commitment that the In-Person Assister (IPA) Guide Entity will not provide financial incentives to potential health coverage consumers, such as rebates or giveaways;

_____The In-Person Assister (IPA) Guide Entity will agree provide criminal background checks by the Arkansas State Police for all individual IPA Guides under its direction;

_____The In-Person Assister (IPA) Guide Entity will agree to put consumer safety first in carrying out the duties of the In-Person Assister (IPA) Guide Entity.

_____The In-Person Assister (IPA) Guide Entity will agree that all individual IPA Guides under its direction will be lawfully present;

_____The In-Person Assister (IPA) Guide Entity will agree that all individual IPA Guides under its direction will be at least 18 years of age;

_____The In-Person Assister (IPA) Guide Entity will agree that all individual IPA Guides under its direction can demonstrate basic computer and internet skills or indicate a willingness to learn;

_____The In-Person Assister (IPA) Guide Entity will agree that all individual IPA Guides under its direction will be residents of the community in which they provide services.

_____The In-Person Assister (IPA) Guide Entity will agree to provide references, upon request, for all individual IPA Guides under its direction.

For RFQ respondents who are insurance brokers or producers (in addition to the above):

_____Disclosure of the fact that you are a licensed broker or a licensed producer and an explanation of how you will meet the terms of Federal regulations regarding In-Person Assister (IPA) Guide Entity participation, including how you will prevent a conflict of interest.

Authorized Official Signature

Date

STATE OF ARKANSAS
Request for Qualifications

BID NO: SP-13-0190

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APPENDIX C: UNINSURED DATA

A. REGION	B. COUNTY	C. POPULATION	D. PERCENT	E. UNINSURED	F. 60% of UNINSURED > 138% of Poverty	G. 60% Exchange Utilization	H. FTE IPA Guides for 6 months
CENTRAL	GARLAND	96,507	22%	21,232	12760	7631	19
CENTRAL	PERRY	10,498	21%	2,204	1325	792	2
CENTRAL	GRANT	17,943	19%	3,409	2049	1225	3
CENTRAL	LONOKE	68,700	18%	12,366	7432	4444	11
CENTRAL	PULASKI	384,674	17%	65,395	39302	23503	60
CENTRAL	FAULKNER	113,807	17%	19,347	11628	6953	18
CENTRAL	SALINE	107,657	17%	18,302	10999	6578	17
NORTHEAST	CLEBURNE	26,101	21%	5,481	3294	1970	5
NORTHEAST	POINSETT	24,707	21%	5,188	3118	1865	5
NORTHEAST	GREENE	42,302	19%	8,037	4830	2889	7
NORTHEAST	INDEPENDENCE	36,831	19%	6,998	4206	2515	6
NORTHEAST	IZARD	13,765	24%	3,304	1985	1187	3
NORTHEAST	STONE	12,456	24%	2,990	1797	1074	3
NORTHEAST	JACKSON	18,088	22%	3,979	2392	1430	4
NORTHEAST	SHARP	17,351	22%	3,817	2294	1372	3
NORTHEAST	CLAY	16,164	22%	3,556	2137	1278	3
NORTHEAST	WOODRUFF	7,297	22%	1,605	965	577	1
NORTHEAST	WHITE	77,464	21%	16,267	9777	5846	15
NORTHEAST	RANDOLPH	18,059	21%	3,792	2279	1363	3
NORTHEAST	LAWRENCE	17,503	21%	3,676	2209	1321	3
NORTHEAST	FULTON	12,307	21%	2,584	1553	929	2
NORTHEAST	CRAIGHEAD	96,928	20%	19,386	11651	6967	18
NORTHEAST	MISSISSIPPI	46,714	20%	9,343	5615	3358	9
NORTHEAST	CROSS	17,960	20%	3,592	2159	1291	3
NORTHEAST	CRITTENDEN	51,158	19%	9,720	5842	3493	9
NORTHWEST	CARROLL	27,584	25%	6,896	4145	2478	6
NORTHWEST	YELL	22,297	25%	5,574	3350	2003	5
NORTHWEST	JOHNSON	25,669	21%	5,390	3240	1937	5
NORTHWEST	BAXTER	41,722	20%	8,344	5015	2999	8
NORTHWEST	BOONE	37,089	20%	7,418	4458	2666	7
NORTHWEST	LOGAN	22,466	20%	4,493	2700	1615	4
NORTHWEST	SCOTT	11,290	24%	2,709	1628	974	2
NORTHWEST	NEWTON	8,372	24%	2,009	1208	722	2
NORTHWEST	SEARCY	8,236	24%	1,977	1188	710	2
NORTHWEST	MADISON	15,796	23%	3,633	2183	1306	3
NORTHWEST	SEBASTIAN	126,377	22%	27,803	16710	9992	25
NORTHWEST	WASHINGTON	204,087	21%	42,858	25758	15403	39
NORTHWEST	POPE	62,065	21%	13,034	7833	4684	12
NORTHWEST	VAN BUREN	17,382	21%	3,650	2194	1312	3
NORTHWEST	CRAWFORD	62,260	20%	12,452	7484	4475	11
NORTHWEST	FRANKLIN	18,216	20%	3,643	2190	1309	3
NORTHWEST	MARION	16,737	20%	3,347	2012	1203	3
NORTHWEST	BENTON	222,453	19%	42,266	25402	15190	39
NORTHWEST	CONWAY	21,380	19%	4,062	2441	1460	4
SOUTHEAST	ST. FRANCIS	28,400	22%	6,248	3755	2246	6
SOUTHEAST	ASHLEY	21,963	20%	4,393	2640	1579	4

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A. REGION	B. COUNTY	C. POPULATION	D. PERCENT	E. UNINSURED	F. 60% of UNINSURED > 138% of Poverty	G. 60% Exchange Utilization	H. FTE IPA Guides for 6 months
SOUTHEAST	PHILLIPS	21,867	19%	4,155	2497	1493	4
SOUTHEAST	LEE	10,476	27%	2,829	1700	1017	3
SOUTHEAST	LINCOLN	14,205	25%	3,551	2134	1276	3
SOUTHEAST	BRADLEY	11,566	25%	2,891	1738	1039	3
SOUTHEAST	DESHA	13,073	22%	2,876	1729	1034	3
SOUTHEAST	CHICOT	11,859	22%	2,609	1568	938	2
SOUTHEAST	PRAIRIE	8,759	22%	1,927	1158	693	2
SOUTHEAST	MONROE	8,190	22%	1,802	1083	648	2
SOUTHEAST	DREW	18,602	21%	3,906	2348	1404	4
SOUTHEAST	JEFFERSON	77,825	22%	17,121	10290	6153	16
SOUTHEAST	CLEVELAND	8,733	21%	1,834	1102	659	2
SOUTHEAST	ARKANSAS	19,115	19%	3,632	2183	1305	3
SOUTHWEST	SEVIER	17,144	27%	4,629	2782	1664	4
SOUTHWEST	HEMPSTEAD	22,723	23%	5,226	3141	1878	5
SOUTHWEST	POLK	20,766	23%	4,776	2870	1717	4
SOUTHWEST	CLARK	23,111	22%	5,084	3056	1827	5
SOUTHWEST	HOT SPRING	33,089	19%	6,287	3778	2259	6
SOUTHWEST	COLUMBIA	24,676	20%	4,935	2966	1774	5
SOUTHWEST	UNION	41,849	19%	7,951	4779	2858	7
SOUTHWEST	OUACHITA	26,251	19%	4,988	2998	1793	5
SOUTHWEST	MONTGOMERY	9,535	25%	2,384	1433	857	2
SOUTHWEST	PIKE	11,348	24%	2,723	1637	979	2
SOUTHWEST	LAFAYETTE	7,683	24%	1,844	1108	663	2
SOUTHWEST	HOWARD	13,858	23%	3,187	1916	1146	3
SOUTHWEST	CALHOUN	5,395	22%	1,187	713	427	1
SOUTHWEST	NEVADA	9,042	21%	1,899	1141	682	2
SOUTHWEST	DALLAS	8,157	21%	1,713	1029	616	2
SOUTHWEST	MILLER	43,681	20%	8,736	5250	3140	8
SOUTHWEST	LITTLE RIVER	13,237	19%	2,515	1512	904	2
Totals		2,930,594 ¹		586,971 ²	352769 ³	210956 ⁴	537 ⁵

<http://hbe.arkansas.gov/MarketplaceResearch.pdf>

¹ Column C: The 2011 study used US Census Bureau estimated population number for 2013 of 2,930,594.

² Column E: The analysis completed in the report resulted in a number of estimated uninsured <65yrs for 2013 of ~587,000. This included: ~234,000 newly Medicaid eligible under the expansion of Medicaid to 138% of the FPL, ~273,000 individual eligible 139%-400% FPL and ~80,000 group eligible 139%-400% FPL.

³ Column F: The total number of non-Medicaid eligible (~273,000 + ~80,000) is ~353,000 or 60%.

⁴ Column G: The study determined an estimated utilization of Exchange services for the non-Medicaid eligible at a 60% utilization rate

⁵ Column H: ~211,000 consumers at an average of 2.25 hours per consumer equals estimated ~475,000 total hours with consumers. Assumes a FTE resource for 6 months of Open Enrollment (10/2013-3/2014) at 85% utilization equals 884 hours available per FTE. Total hours of ~475,000 divided by 884 per FTE equals estimated number of 537 IPA Guides.

APPENDIX D: ONLINE CRIMINAL BACKGROUND CHECK

Please go to the following webpage and fill out the required information for the Online Criminal Background Check:

[HTTPS://WWW.ARK.ORG/CRIMINAL/INDEX.PHP](https://www.ark.org/criminal/index.php)

STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the request for qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the proposal should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the proposal 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 proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this proposal. If the bidder takes no exception to specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the proposal. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The request for qualifications will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The request for qualifications will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the request for qualifications, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for qualifications, the bidder named on the front of this request for qualifications, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.