



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0095	Solicitation Issued:	October 29, 2019
Description:	Workers' Compensation Telephonic Nurse Triage		
Agency:	Arkansas Insurance Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	November 27, 2019	Proposal Opening Time:	2:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> • Solicitation number • Date and time of proposal opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Heather Bailey	Buyer's Direct Phone Number:	501-324-9320
Email Address:	Heather.Bailey@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of the Arkansas Insurance Department (AID) to obtain proposals and a resultant contract for the Triage of injuries and/or illnesses suffered by State employees and reported as an Arkansas Worker's Compensation claim.

Services for this contract include:

- Initial Triage by telephone performed to determine the extent of the injury or illness and appropriate level of medical care needed.
- Initial direction of the injured employee's medical care which may include self-care or referral to a Designated Medical Facility.
- Telephonic reporting and preparation of initial Arkansas Workers' Compensation claims forms.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is March 2, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for two (2) years. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 PROPOSAL OPENING LOCATION

Proposals will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Agency Code" is the four-digit code that represents a State agency, public college or university.

- D. "AWCC" means Arkansas Workers' Compensation Commission.
- E. "AID" means Arkansas Insurance Department.
- F. "Claim" means, for the purposes of this contract, a claimant's claim of benefits for a worker's compensation injury.
- G. "Claimant" means, for the purposes of this contract, a State employee or a public college or university employee who has filed or intends to file an Arkansas Workers' Compensation claim and has contacted the Contractor to initiate the process and may also, in certain instances, be referring to the person reporting the claim on behalf of an injured or ill employee.
- H. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- I. "Designated Medical Facility" means for the purposes of this contract, a medical provider designated by PECD based on geographical location or assignment to a particular State agency, public college or university.
- J. "EDI" means Electronic Data Interchange.
- K. "PECD" means the Public Employee Claims Division of the Arkansas Insurance Department.
- L. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- M. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- N. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- O. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- P. "Services Start Date" means the date that the Contractor begins providing the services required by this RFP.
- Q. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- R. "Telephonic Reporting" means, for the purposes of this contract, the acts of documenting in detail the information received from a Claimant by telephone and providing the required reports to AID, AWCC, and other entities as required by law and/or this RFP.
- S. "Triage" means, for the purposes of this contract, the acts of gathering and processing medical information provided by a Claimant via telephone regarding an injury or illness suffered, determining the appropriate degree of urgency or severity of the injury or illness based on the information provided, and providing instructions to the Claimant regarding the appropriate level of medical care needed which may include but is not limited to self-treatment or referral to Designated Medical Facility.
- T. "Utilization Report" means a report that shows the extent to which something was used. The amount of consumption of services or supplies.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)

- b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
 - The *Official Bid Price Sheet*, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the copies of their *Technical Proposal Packet*.
- c. Original signed Business Agreement. The Business Agreement is listed and posted as Attachment A to this RFP.

2. The following items should be submitted in the original *Technical Proposal Packet*.

- a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
- b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
- d. Proposed Subcontractors Form. (See *Subcontractors*.)

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Official Bid Price Sheet*

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*

- a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
- b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the *Official Bid Price Sheet*

- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, on a flash drive and in PDF format. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, on a flash drive and in PDF format. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
- *Proposal Signature Page.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Business Agreement, See Attachment A*
 - *Voluntary Product Accessibility Template (VPAT).*
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet.*

1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before November 6, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on November 18, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

1.11 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **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.
- D. Contractor **shall** be fully responsible for all work performed by a subcontractor under this Contract.
- E. Contractor may, upon written consent of the State, enter into written subcontracts for performance of certain of its functions under the Contract. The Contractor **shall** receive written approval form PECD prior to entering into a subcontract with a subcontractor. The Contractor also **shall** provide PECD with a copy of the subcontract for approval prior to its execution if requested by PECD.
- F. Contractor **shall** give the Contract Administrator immediate notice in writing, by certified mail, of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or Contractor, which in the opinion of the Contractor, may result in litigation related in any way to the Contract or the State.

1.12 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the proposal opening.
- C. The *Official Bid Price Sheet*, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.
- D. Costs associated with Workers' Compensation Telephonic Nurse Triage services **must** be on a set, fee per claim reported, basis.
- E. Costs for each claim reported **must** be global to include all calls by employee, employer/Agency Code, or PECD regarding a particular injury.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal 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 warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 **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 *Technical Proposal Packet*. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the 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 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.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

1.17 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to proposal opening.

1.18 AWARD PROCESS**A. Successful Contractor Selection**

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest-ranking Prospective Contractors. 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 highest-ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors 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. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.19 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.20 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 *Proposal Signature Page*.
- D. The PECD encourages the employment of small business and minority business enterprise pursuant to the provisions of Part 19 of the Federal Acquisition Regulations.

1.21 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** 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 hard copy accompanying the solicitation response.
- C. Contractors 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. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 **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 Proposal 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.

1.24 **PAST PERFORMANCE**

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

1.25 **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.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’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: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.27 VISA ACCEPTANCE

- A. Awarded Contractor 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) **must 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.

1.28 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

1.29 RESERVATION

The State will not pay costs incurred in the preparation of a proposal or in the demonstration, including all travel.

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of the Arkansas Insurance Department (AID) to obtain proposals and a resultant contract for providing Telephonic Reporting and nurse Triage services to the State of Arkansas for Workers' Compensation injuries and/or illnesses suffered by State employees and public college or university employees.

The intent of this RFP is to reduce the number of unnecessary emergency room visits by having a minimum of a registered nurse Triage the injuries or illnesses by gathering medical information by telephone, answering injured employees' questions, and directing the injured employee to the correct level of medical care, which may include self-treatment or referral to Designated Medical Facility. The Triage process enables the Public Employees Claims Division (PECD) to promptly receive and investigate the reported injury/illness and promptly initiate benefits if the reported injury/illness is compensable.

Services for this contract **must** include:

- Initial Triage by telephone to determine the extent of the injury/illness and appropriate level of medical care needed.
- Initial direction of the injured employee's medical care
- Telephonic Reporting and preparation of initial Arkansas Workers' Compensation claims forms.

2.2 BACKGROUND AND CURRENT ENVIRONMENT

- A. In the past, the AID has had situations arise where employees went to their family physicians for treatment of their workers' compensation injuries. Consequently, some of those physicians provided employees with time off work based solely on the employee's discretion and request. This process is unfair to Arkansas taxpayers.
- B. The resultant contract will allow AID to direct the employees' medical care pursuant to Rule 33 of the Arkansas Workers' Compensation Commission, (*See Attachment B: Arkansas Workers' Compensation Commission (AWCC) Rule 33*) and to obtain objective and measurable medical evidence of the existence of injuries or illnesses, objective assessments of the employees' ability to work, and to implement restrictions which are fair to Arkansas taxpayers and the injured/ill employee.

2.3 KEY PERSONNEL QUALIFICATIONS

- A. Contractor personnel providing Triage services **shall** be a minimum of a licensed as a registered nurse (RN).
 1. The Contractor may provide a personnel member to answer the initial call who is not a licensed medical professional or an RN. Should the Contractor provide such personnel to answer the initial call, the personnel **shall not** provide the Triage services but **shall** transfer the call to qualified personnel.
 2. Certification/Licensure **must** be by the applicable State agency and/or professional organization governing the professional designation of the person providing the Triage.
- B. Contractor's personnel performing the telephonic Triage and directing the initial medical care of the Claimant **shall** have the occupational injury and/or disease expertise needed to render an informed clinical judgement and an appropriate recommendation as to the medical treatment the Claimant requires.
- C. Contractor **shall** provide personnel in quantities sufficient to handle all calls received effectively and efficiently without the need to place a Claimant or any other caller on hold for more than five (5) minutes.

2.4 GENERAL REQUIREMENTS

- A. Contractor **shall** perform contractual services within the United States of America.
- B. Contractor **shall** maintain compliance with all applicable rules and regulations of the Arkansas Workers' Compensation Commission and the laws of the State of Arkansas, including, but not limited to:

1. Chapter 9 of Volume 11 of the Arkansas Code, *See Attachment C: Chapter 9 of Volume 11 of A.C.A.*
- C. Contractor **shall** meet the Arkansas Worker's Compensation Commission statutory insurance requirements, listing the State of Arkansas as an additional insured. The Contractor **shall** have coverage in place at the time bid submission and annually by June 1 each year the contract is in place. The Contractor **shall** provide OSP and/or PECD with Certificates of Insurance as requested prior to contract award.
- D. Contractor **shall** provide nurse Triage services via a toll-free telephone number, twenty-four (24) hours a day, seven (7) days a week for Claimants to report an injury or illness as a workers' compensation claim.
- E. Contractor **shall** provide a primary and secondary contact person (including phone numbers and email addresses) whom the State may contact for issues that arise during the contract term(s) such as resolving data and performance issues.
 1. Contractor **shall** return calls and/or respond to messages left by the PECD within four (4) business hours of the call being placed or the message being left on the Contractor's voicemail.
 2. Contractor **shall** provide PECD with problem resolution within twenty-four (24) hours of PECD notifying the Contractor of a problem.
 3. Problems **must** be resolved in a mutually agreeable manner to the satisfaction of both parties.
- F. Contractor **shall** maintain and update the PECD Designated Medical Facilities list as requested by PECD. The Designated Medical Facilities list will be provided to the Contractor after award.
- G. Contractor **shall** have a secondary physical location for Contractor's employees to work, answer calls, and submit claims in the event of a power outage or other natural or man-made disaster.
- H. If a call is identified as having been made in error (example: call should have gone to health insurance nurse phone line), the charge for that incident **must** be dismissed.
- I. The Contractor **shall not** provide for reporting of anything other than claims for workers' compensation injuries or illnesses.
- J. As requested in writing by the State, Contractor **shall** provide the State with all information concerning any and all limitation(s) (such as physical or mental limitations, especially due to injury or illness) the employee has that hinders the employee's ability to work and/or to return to work in the employee's current position with the State. The goal is to make every effort to return the employee to work as soon as possible.

2.5 INITIAL TRIAGE PROCESS AND DIRECTION REQUIREMENTS

- A. The Claimant calls a toll-free telephone number to report the injury or illness and provide basic information and facts regarding the incident which caused the injury.
 1. A receptionist/intake clerk or the minimum of an RN answers the initial call and takes the basic information and facts from the Claimant.
 2. The Contractor's personnel **shall** answer 100% of calls received without calls being forwarded to voicemail and without the call being placed on hold for more than five (5) minutes. For instances where someone other than the Triage nurse answers the phone call, such as a receptionist or intake clerk, and subsequently a Claimant is transferred to a Triage nurse, the Triage nurse **shall** answer the phone and **shall not** place a call on hold for longer than five (5) minutes. In all instances, calls **must** be answered and **must not** go to voicemail.
- B. The Contractor **shall** request the following information from the Claimant:
 1. Name of Employer.
 2. Employer location.

3. Name of Employee.
 4. Employee Home Address.
 5. Employee Phone Number.
 6. Employee Date of Birth.
 7. Employee Social Security Number.
 8. Employee Job Title.
 9. Name of Employee's Supervisor.
 10. Names and Contact Information for a witness to the incident, if applicable.
 11. Exact employer location of incident.
 12. Detailed description of the incident.
 13. Description and anatomical location of the injury or illness.
- C. Contractor **shall** discern the information provided by the Claimant regarding the injury or illness and **shall** make a determination if medical care is needed.
1. Should the Contractor determine medical care (beyond self-care) is needed, the Triage nurse **shall** direct the Claimant to receive initial medical care at one of the approximately 150 Designated Medical Facilities or an emergency room, depending on the situation and/or extent of injury/illness. If the Triage nurse recommends self-care, then the Triage nurse **shall** provide instructions to the employee on how to administer the self-care/first aid.
 - a. If the incident occurs during a Designated Medical Facility's normal office hours, Contractor **shall** direct Claimant to seek care during those office hours unless the injury or illness is severe enough to warrant an emergency room referral. In such cases, the Triage Nurse **shall** direct the Claimant to seek the initial medical care at an emergency room.
 2. If the incident occurs after a Designated Medical Facility's normal office hours, a Claimant may, if advised by the Triage nurse, seek initial medical care an emergency room or department.
 3. If the Claimant is employed by a State agency or public college or university having a particular Designated Medical Facility to provide initial care for workers' compensation injuries, then the Contractor **shall** direct the injured employee to that Designated Medical Facility.
 4. If the Claimant does not wish to seek medical treatment or care, the Contractor **shall** submit information about the incident received from the Claimant or other person reporting the claim on an incident report form to the PECD within the timeframes specified in this RFP for claims reporting.
 5. If the Claimant does not have all information at the time of the call, Contractor **shall** instruct the Claimant to call back with the missing information once it is known.
- D. Within fifteen (15) minutes of the conclusion of a phone call, Contractor **shall** send the PECD and the employer agency's human resources office the AWCC claim via encrypted email and Electronic Data Interchange. Upon receipt of the claim, the PECD will promptly begin their investigation of the claim.
1. If PECD advises Contractor of error(s) on forms, Contractor **shall** correct forms and resubmit to the PECD and the employer agency's human resources office within two (2) hours.

2.6 CLAIMS REPORTING REQUIREMENTS

- A. Contractor **shall** prepare the following initial claims reporting forms and **shall** include applicable detailed information about the incident as provided by the person reporting the claim. Forms **must** be typed, not handwritten. To view AWCC forms, click [here](#).
1. AWCC Form I-A1, *See Attachment D AWCC Form I-A1*
 - a. Contractor **shall** provide the highlighted data listed in the Injury Data Fields and Descriptions fields on Attachment D: Form I-A1 to this RFP.
 2. AWCC Form N, *See Attachment E AWCC Form N*
 3. PECD Form 1, *See Attachment F PECD Form 1*
 4. PECD Form 2, *See Attachment G PECD Form 2*
 5. PECD may request additional forms beyond those listed above. Should additional forms be requested by PECD, Contractor **shall** remit those forms within one (1) business day of request from PECD.
- B. Contractor **shall** submit forms by Electronic Data Interchange (EDI), in a format usable by PECD's claims software (currently JW Software's FileHandler®) and by encrypted E-Mail to PECD.
- C. Contractor **shall** submit forms to the applicable employer agency either by fax or encrypted E-Mail as determined by the employer agency which may be a State agency, public college, or university.
- D. Contractor **shall** notify the Designated Medical Facility of Claimant's Arkansas Workers' Compensation claim referral and **shall** secure information regarding where to send medical report(s) and bill(s). The notification **must** include a treatment form to be faxed, by the Contractor, to the PECD upon completion of the exam.
- E. Contractor **shall** provide the PECD and the State agency or public college or university with documentation regarding the following:
1. Reporting of the injury.
 - a. Reporting of the injury **must** include the following information:
 - i. When (date and time of the injury).
 - ii. Where the injury occurred (which specific office or job site).
 - iii. Date and time of when the injury was reported.
 - iv. Detailed description of the injury.
 - v. How the injury occurred.
 2. Direction of care (e.g. referred to Designated Medical Facility or directed to administer self-care).
 - a. If direction of care was to a Designated Medical Facility, the Contractor **shall** provide the name and address of the Designated Medical Facility
- F. Contractor **shall** provide a monthly Utilization Report on a day and time to be determined by PECD. The Utilization Report **must** include but is not limited to the following information for the month being reported and **must** include and be sorted by State agency four-digit code.
1. Each call received.
 2. Date and time each call was received.
 3. Name of each individual present with the Claimant at time each call is received.

4. List of data elements from each call (i.e. specifically, which forms were filled out for documentation of the call)
- G. Contractor **shall** include the four-digit Agency Code(s) on all reports and invoices submitted to the PECD.
- H. Contractor **shall** submit charges for services provided to the State in a time and fashion as mutually agreed upon between the Contractor and the State.
- I. Contractor **shall** provide correct invoicing and **shall not** duplicate claims/charges or make any other errors on invoices submitted to the State for payment.
 1. Should the State find a duplicated claim submitted on the Contractor's invoice, the Contractor **shall** correct the duplicated charge and **shall** credit the next invoice generated to the State in the amount of the duplicated claim.
 2. Should the State find other errors in the Contractor's invoice submitted to the State for payment, the Contractor **shall** remove charges found in error and **shall** credit the State's account until such time as a resolution may be achieved to the satisfaction of both parties. Charges submitted in error **must** appear as a credit on the next invoice generated by the Contractor for payment.
- J. Contractor **shall** provide a Utilization Report submit a monthly invoice, by the 15th of the month following the month being reported, to the PECD listing new claims reported during the month.

2.7 **ENROLLMENT PREPARATION AND TRAINING**

- A. Unless otherwise specified, the Contractor **shall** complete all implementation activities required to begin providing Worker's Compensation Nurse Triage services by the Services Start Date, anticipated to be July 1, 2020. The State anticipates implementation activities including but not being limited to enrollment preparation and training as required this section. PECD reserves the right to have the final determination of the Services Start Date.
- B. Contractor **shall** contact and verify with each Designated Medical Facility that the provider information included on the Designated Medical Facility list, which the Contractor **shall** maintain, is complete and correct. The Contractor **shall** update the Designated Medical Facility database with updated information as needed including but not limited to the following provider information:
 1. Name
 2. Address
 3. Phone number
 4. Fax number
 5. Verification and acknowledgment of acceptance of AWCC patients
- C. As requested by PECD, Contractor **shall** assist PECD in obtaining additional medical providers for the Designated Medical Facility database.
- D. Contractor **shall** provide work site posters in electronic format to each State agency, public college, and university. The work site posters **must** have the toll-free telephone number and step-by-step instructions regarding:
 1. Reporting an injury or illness suffered on the job to their supervisor
 2. Information needed when calling the Contractor's toll-free telephone number
- F. Contractor **shall** provide phone badge stickers and wallet cards in electronic format to the Human Resource offices of each State agency, public college, and university. Phone badge stickers **must** include instructions on what to do if injured on the job (e.g. tell supervisor and call toll-free telephone number).

1. Contractor **shall** provide posters and wallet cards to State agencies, public colleges and universities on or before June 1, 2020.
- G. Contractor **shall** conduct EDI and E-mail testing and **shall** complete testing on or before May 15, 2020.
- H. Contractor **shall** provide a training video to State agencies, public colleges and universities. The video **must** include information that will adequately educate the employee population about using the Contractor's nurse Triage services.
- I. Contractor **shall** conduct WebEx group training sessions with the Human Resources/Worker's Compensation Coordinators in State agencies, public colleges, and universities prior to the Services Start Date of July 1, 2020, at a date and time mutually agreed upon between both parties.
- J. Contractor **shall** conduct two (2) on-site group training sessions in Little Rock, Arkansas with Human Resources/Workers' Compensation Coordinators, Claims Examiners, and other primary stakeholders at a time and date as determined and mutually agreed upon between both parties.
- K. Contractor **shall** provide additional training by conference call, video conferencing/distance learning as deemed necessary and by agreement of both parties.
- L. Contractor **shall** provide all training at no additional charge to the State.

2.8 **STEWARDSHIP MEETING REQUIREMENTS**

- A. Contractor **shall** provide collaborative stewardship meetings at 90 days after the Services Start Date anticipated to be July 1, 2020.
- B. Contractor **shall** provide collaborative stewardship meetings every 180 days thereafter, or as needed or as requested by AID.
- C. Contractor **shall** provide stewardship meetings at no additional charge to the State.

2.9 **RECORD RETENTION AND ACCESS**

- A. Contractor **shall** retain all records pertaining to services provided for five (5) years after final payment is made under the resultant Contract.
 1. In the event an audit, litigation, or other action involving these records is started before the end of the five-year period, the Contractor **shall** retain records until all issues arising out of the action are resolved, or until the end of the five-year period, whichever is later.
- B. Upon written request and in accordance with State statutes governing audits, the Contractor **shall** allow the Arkansas Legislative Joint Auditing Committee (or any other entity authorized by the PECD for auditing purposes) access to all records, including but not limited to electronic data, books, documents, papers, or other records of the Contractor directly related to the services performed under a resultant Contract.

2.10 **PRIVACY AND SECURITY**

- A. The Contractor **shall** treat all information, including but not limited to information related to Claimants and providers, as confidential information to the extent that confidential treatment is provided under State law, and **shall not** use any information so obtained in any manner except as essential for the proper discharge of its obligations and securement of its rights hereunder.
- B. The Contractor **shall** treat all information as to personal facts and circumstances concerning Claimants and obtained by the Contractor as privileged communications and held as confidential, provided that nothing herein prohibits the disclosure of information in summary, statistical, or other form which does not identify particular individuals. The use of disclosure of information concerning Claimants will be limited that information necessary to fulfill the services of this contract.

2.11 AUDITS

- A. The Contractor and all subcontractors **shall** allow the State of Arkansas or their authorized representatives, to have access to the Contractor’s recorded phone calls to evaluate the quality, appropriateness, and timeliness of work being performed.
- B. All evaluations by the State will be performed in such a manner as will not unduly delay work.

2.12 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **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. Performance Standards identify expected deliverables, performance measures, or outcomes; and define the acceptable standards.
- C. The State has 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 Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages applied to monthly invoice unless otherwise stated
Response to PECD calls and messages	PECD phone calls and messages are answered and returned within four (4) business hours.	\$50 per late call past the 4 hours in returning a call or message to the PECD.
Solutions to problem issues	Solutions to problems relayed to PECD within twenty-four (24) hours.	\$50 per day for problem presented without a solution.
Reporting Errors	Errors in claims resubmitted within two (2) hours after notice from PECD.	\$50 per hour for each hour after 2 hours of claim error not being fixed.
Charges in Error or Disputed	Charges in error or disputed appear as credit on next bill sent to PECD.	\$100 per error or disputed charge not corrected on next bill to PECD.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E1 Key Personnel Requirements	15	10	70
E2 General Requirements	10	10	70
E3 Initial Triage Process and Direction Requirements	40	25	175
E4 Claims Reporting Requirements	15	15	105
E5 Enrollment Preparation and Training	15	10	70
E6 Stewardship Requirements	5	5	35
E7 Record Retention and Access	5	5	35
E8 Privacy and Security	5	15	105
E9 Audits	5	5	35
Total Technical Score	115	100%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

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

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 300 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 DEMONSTRATION SCORE

- A. The Prospective Contractors with the top three Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule a demonstration.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest annual cost as shown on the Official Bid Price Sheet on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

- A = Lowest Total Cost
- B = Second (third, fourth, etc.) Lowest Total Cost
- C = Maximum Points for Lowest Total Cost
- D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Upon award, electronic invoice submission information will be provided to awarded Contractor.
- B. Contractor **shall** provide the PECD with Electronic Data Interchange (EDI) of information and billing in an ASCII flat text file format transferred over Secure FTP server or other format that is mutually agreed upon by the PECD of the AID and the Contractor.
- C. Charges for report-only, where no medical treatment was directed, **must** be identified.
- D. Charges for reported claims where first-aid only was recommended, **must** be identified.
- E. Contractor **shall** invoice the PECD every thirty (30) days on or before the 15th of each month. On each invoice submitted, the Contractor **shall** include a line item detail for each new Worker's Compensation claim reported during the billing period and **must** include and be sorted by State agency four-digit code.
- F. Although electronic invoicing is required for this contract, Contractor **shall** submit paper copies or PDF files of the invoices to the PECD.
- G. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- H. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- I. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- J. The Contractor 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.
- K. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- L. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

- A. The State will not:
 1. 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 Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - 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.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

4.3 CONDITIONS OF CONTRACT

- A. 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. 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 Contractor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability will 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 Contractor; 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 Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will 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 Contractor; 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 **must not** 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, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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.

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.

- B. The Contractor **must** provide to OSP 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. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

4.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

4.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to **minor amendments** to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) 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.

4.10 **TERMINATION OF CLAIMS**

- A. After a receipt of a Notice of Termination, the Contractor **shall** submit to the Contract Administrator any termination claims in the form and with the certification prescribed by the Contract Administrator.
- B. Contractor **shall** submit claims within three (3) business days of receipt of Notice of Termination.
- C. Contractor and the State may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this article.
- D. Contract **must** be amended accordingly.
- E. In the event of a failure of the Contractor and the State to agree in whole or in part as to the amounts with respect to costs to be paid to the Contractor in connection with the total or partial termination of work pursuant to this article, the State will determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and will pay to the Contractor the amount so determined.
- F. Contractor **shall** have the right to appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

4.11 DISPUTES

- A. Contract Administrator, who will reduce his decision in writing and serve a copy to the Contractor, will decide any dispute concerning performance of the Contract.
- B. The decision of the Contract Administrator will be final and conclusive unless within thirty (30) days from the date of service, the Contractor files with the Contract Administrator a petition for administrative hearing addressed to the Insurance Commissioner.
- C. Pending final determination of any dispute hereunder, the Contractor **shall** proceed diligently with the performance of the Contract and in accordance with the Contract Administrators direction.

4.12 PUBLIC DISCLOSURE

Upon signing of the Contract by all parties, terms of the Contract **shall** become available to the public, following the provisions of Arkansas Code Annotated, Sections §25-19-101 et Seq.

4.13 WAIVER

No covenant, condition, duty, obligation or undertaking contained in or made a part of the Contract will be waived, except by the written agreement of both parties, and forbearance or indulgence in any other form or manner by either party, in any regard whatsoever, **shall not** constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party **shall** have the right to invoke any remedy available under law of equity, notwithstanding any such forbearance or indulgence.

4.14 STATE PROPERTY

- A. Contractor **shall** be responsible for the proper custody and care of any State-owned property furnished for the Contractor's use in connection with the performance of this Contract.
- B. Contractor **shall** reimburse the State for the loss or damage of State property, with the exception of normal wear and tear.

4.15 ATTORNEY'S FEES

- A. In the event that either deems it necessary to take legal action to enforce any provision of the Contract, in the event the State prevails, the Contractor **shall** pay all expenses of such action, including attorney's fees and costs at all states of litigation as set by the court or hearing officer.
- B. Legal action **must** include administrative proceedings.

4.16 ENVIRONMENTAL PROTECTION

- A. Contractor **shall** be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1875 (h)), Section 508 of the Clear Water Act (33 USC 368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.
- B. Contractor **shall** report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

4.17 ANTITRUST ASSIGNMENT

As part of the consideration for entering into any Contract pursuant to this Invitation for Bid, the bidder named on the front of this Invitation for Bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas, all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment, and which relate solely to the particular goods or services purchased or produced by the State pursuant to this Contract.

4.18 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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – 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 resulting contract 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 Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal 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 rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **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 is 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 proposals 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. **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.
23. **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.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal 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.
25. **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.