
eSystems, Inc.

Bid Number 710-20-0041

Protest of Award of Contract for the
Design, Development, Implementation
and Maintenance and Operation of a
new Comprehensive Child Welfare
Information System to
RedMane Technology, LLC

November 23, 2020

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November 23, 2020

VIA EMAIL & HAND-DELIVERY

Mr. Edward Armstrong
Director, Office of State Procurement
Arkansas Department of Transformation and Shared Services
501 Woodlane, Suite 201
Little Rock, AR 72201

Re: Protest of Award in Bid No. 710-20-0041: Solicitation for the Design, Development, Implementation and Maintenance and Operation of a new Comprehensive Child Welfare Information System

Dear Mr. Armstrong:

We represent eSystems, Inc. (“eSystems”). On behalf of eSystems and pursuant to the provisions of Ark. Code Ann. § 19-11-244(a)(2) and Office of State Procurement Rule R1:19-11-244, we are submitting this protest of the award to RedMane Technology, LLC (“RedMane”) of the contract for the design, development, implementation and maintenance and operation of a new Comprehensive Child Welfare Information System (“CCWIS”) system (RFP Number 710-20-0041) (the “RFP”). Pursuant Ark. Code Ann. § 19-11-244(f), eSystems respectfully requests no contract be awarded until its protest has been finally resolved.

eSystems is a premier technology and people-centric health and human services solution provider and a Systems Integrator (“SI”) with an impeccable track record, and a primary commitment to quality and customer satisfaction. Over the last two decades, eSystems has successfully participated in 23 health and human service project implementations similar to AR CCWIS in size, scope, and complexity. Through these implementation projects, eSystems has developed expertise in child welfare and various entitlement and benefit programs.

eSystems is proud to have been working with Arkansas Department of Human Services Office of Procurement (“DHS”) since 2013 to successfully implement the Eligibility and Enrollment Framework (“EEF”) project. Together with DHS, eSystems implemented and deployed a stable solution within five months, allowing Arkansas to be one of the few US states to meet the federally mandated October 1, 2013 deadline for accepting MAGI Medicaid applications.

For the last seven years, eSystems has been working with the State of Arkansas to maintain and enhance the EEF application. eSystems and its more than 80 Little Rock employees were

excited to present a proposal to design, develop, and implement a CCWIS system that pushes the boundaries of programmatic and technological innovation and that tangibly improves the lives of Arkansas' children and families.

I. Factual Background

On April 3, 2020, DHS issued the RFP on behalf of the Division of Children and Family Services ("DCFS"). A complete copy of the final revised RFP is attached hereto as **Exhibit A**. Pursuant to the RFP, DCFS sought bids for the design, development, implementation, maintenance and operations of a CCWIS.¹

As is typical with competitive sealed proposals, the RFP called for submission of a Technical Proposal, with various required documents and information, and a separate Official Bid Price Sheet along with an Attachment E Cost Proposal.² The RFP also established a bifurcated scoring process. After verifying that submission requirements had been met, an Evaluation Committee assigned a consensus score to each qualifying proposal. This consensus score was referred to as the "Round 1 Consensus Score."³ The top three ranked bidders, eSystems, RedMane, and Deloitte Consulting, LLP ("Deloitte"), were then invited to deliver an Oral Presentation/Demonstration to the Evaluation Committee after which the Evaluation Committee assigned a final technical score to the top three ranked Respondents. This final technical score was referred to as the "Round 2 Consensus Score" and was used as the basis to determining the apparent successful bidder.⁴ At the conclusion of the Oral Presentations, eSystems earned the highest technical score and RedMane earned the lowest technical score.⁵

The technical evaluation was followed by an evaluation of the top three ranked Respondents' cost proposals, inclusive of any clarifications. The RFP allocated a total of 300 points to cost.⁶ One hundred of the cost points were allocated to the one-time design, development, and implementation ("DDI") costs and 200 points were allocated to the ongoing costs of the system.⁷ The respondent providing the lowest one-time DDI cost proposal received a total of 100 points.⁸ The amount of DDI & One-Time Cost points given to the remaining contractors were allocated by using the following formula:

¹ **Exhibit A**, p. 1.

² **Exhibit A**, Section 1.8.

³ **Exhibit A**, Section 3.2.B. The RFP Bid Tab Sheet showing the scores of each bidder is attached hereto as **Exhibit B**.

⁴ **Exhibit A**, Section 3.2.B.

⁵ **Exhibit B**, p. 2.

⁶ **Exhibit A**, Section 3.3.B.

⁷ **Exhibit A**, Section 3.3.B.

⁸ **Exhibit A**, Section 3.3.C.

$(A/B)*(C) = D$
A = Lowest Total DDI & One-Time Cost
B = Second (third, fourth, etc.) Lowest Total Cost
C = 100
D = Total Cost Points Received.

Similarly, the respondent providing the lowest M&O & Other Ongoing Costs (“M&O Costs”) proposal received a total of 200 points.⁹ The amount of M&O Costs points given to the remaining contractors were allocated by using the following formula:

$(A/B)*(C) = D$
A = Lowest M&O & Other Ongoing Costs
B = Second (third, fourth, etc.) Lowest Total Cost
C = 200
D = Total Cost Points Received.

Using this scoring methodology, eSystems’ total proposed cost of \$35,486,751.90 (DDI \$13,994,640.00 and M&O Costs of \$21,492,111.90) received the full 100 available DDI Costs points and 96.357 M&O Costs points.¹⁰ RedMane’s total proposed cost \$36,206,503.47¹¹ (DDI \$25,851,978.44 and M&O Costs \$10,354,525.03) received 54.134 DDI points and the full 200 available M&O points.¹² Notwithstanding having the lowest Round 2 Consensus Score and the highest overall proposed cost, based on the established scoring methodology, the Evaluation Committee determined RedMane to be the top scoring bidder. On November 9, 2020, RedMane was announced as the anticipated awardee via postings on the DHS and the Office of State Procurement (“OSP”) websites.

II. Relevant Legal Standards

Under Arkansas law, an award of a contract procured through the competitive sealed proposal process “shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration price, the evaluation factors set forth in the request for proposals, any best and final offers submitted and the results of any discussions with responsible offers.”¹³ Evaluations must be conducted “in accordance with the OSP Policy.”¹⁴

⁹ **Exhibit A**, Section 3.3.D.

¹⁰ **Exhibit B**, p. 4.

¹¹ As described below, RedMane’s actual total proposed cost was \$38,222,772.92.

¹² **Exhibit B**, p. 4.

¹³ Ark. Code Ann. § 19-11-230(g)(1).

¹⁴ OSP R.5:19-11-230(a).

Any actual bidder who is aggrieved in connection with the award of a contract may protest the award by submitting a written protest to the Director of the OSP within 14 calendar days after the anticipation to award has been posted.¹⁵ Among other grounds, successful protest may demonstrate (i) the procurement process violated a constitutional, statutory or regulatory provision or (ii) a failure to adhere to the rules of the procurement materially affected the contract award.¹⁶

III. Grounds for Protest of Contract Award

One could easily question whether a proposal is the most advantageous to the state if that proposal:

- (i) provides an inferior solution (as scored by the Evaluation Committee);
- (ii) costs almost twice as much in initial one-time costs as the highest scoring proposal; and
- (iii) requires the State to spend more, on an aggregate basis, at the end year during the life of the contract than the State would spend on highest scoring proposal.

This protest, however, does not seek to question the reasonableness of a scoring methodology that considers the best bid to be the one with the lowest technical score and the highest overall price. Instead, this protest focuses on specific failures to adhere to the rules of the procurement as stated in the RFP that materially affected the conclusion that RedMane should be awarded the contract.

A. RedMane submitted a non-complaint cost proposal that materially affected the scoring process.

The RFP instructs bidders to provide one hard copy of the Official Bid Price Sheet along with one electronic copy of the Official Bid Price Sheet and the Completed Attachment E Cost Proposal.¹⁷ The RFP further states:

- C. The Official Bid Price Sheet and Attachment E, including the hard copy and electronic copy, **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 in the sealed pricing package.

¹⁵ Ark. Code Ann. § 19-11-230(a).

¹⁶ Ark. Code Ann. § 19-11-230(a)(4).

¹⁷ **Exhibit A**, Section 1.8.B.

* * * *

H. Attachment E **must** be completed in Excel pursuant to instructions in the file. The file **must** not be modified.¹⁸

In advance of the bids being submitted, one potential vendor noted an error in the original Attachment E when the vendor asked:

On the 3. Cost Proposal Summary tab the Annual Hosting Cost (cell B16) does not seem to be included in the “Total One Time and Ongoing Costs” (cell C17). Whereas on the 8. Hosting Tab the instructions seem to indicate that Hosting Costs will be evaluated (“The Respondent should price its recommended hosting approach in Table 1. The pricing from this recommended approach will be evaluated.”)

Please confirm the Annual Hosting Cost will not be considered in cost evaluation for the RFP and should not be included in the “Total One Time and Ongoing Costs” (cell C17).¹⁹

The Department of Human Services Office of Procurement (“OP”) responded:

Hosting will be considered in the cost evaluation for the RFP. Attachment E has been updated as part of Addendum #4 to reflect this. Please see the updated solicitation documents.²⁰

To further clarify the point that annual hosting costs were to be calculated as part of the M&O and Other Ongoing Costs, Addendum #5 states, “On tab 3. Cost Proposal Summary, the formula in Cell C9 was adjusted to include Annual Hosting Costs (cells D:J16).”²¹

Despite these clear instructions, RedMane submitted a superseded version of Attachment E Cost Proposal that did not reflect the updated Attachment E that was provided as part of Addendum #5 to the RFP.²² RedMane’s use of an Attachment E that did not include the adjusted

¹⁸ **Exhibit A**, Section 1.14 (Emphasis in original).

¹⁹ **Exhibit C**, Question ID # 59 (highlighting supplied).

²⁰ **Exhibit C**, Question ID # 59 (highlighting supplied).

²¹ **Exhibit D**, Paragraph 3.c. A complete copy of revised Attachment E is attached hereto as **Exhibit E**.

²² **Exhibit F**.

formula in Cell C9 is by definition a modification²³ of Attachment E. By modifying Attachment E, RedMane violated Section 1.14.H of the RFP and its proposal should have been disqualified.

The consequences of RedMane's use of a modified Attachment E are precisely the things the the RFP sought to avoid by requiring bidders complete Attached E in Excel without modifications. Attachment E includes the State's desired calculations. RedMane's use of a modified Attachment E, in violation of Section 1.14.H of the RFP, resulted in a material miscalculation and mis-scoring of its cost proposal. Consequently, RedMane was declared the highest scoring bidder, when in actuality eSystems provided the highest scoring proposal.

In pertinent part, the instructions on Tab 8 of Attachment E state:

On this tab Respondents should note the cost to host the Future System, by Contract Year. This is the annual cost the Contactor may charge the State if the Contractor hosts the Future System pursuant to RFP Section 2.6.2.²⁴

When RedMane's Attachment E is reviewed in the context of the State's instructions, it is clear that RedMane proposed total hosting costs of \$2,014,269.45.²⁵ Although RedMane clearly proposed total hosting costs of over \$2 million, these costs were not included when scoring RedMane's cost proposal after RedMane changed its proposal upon being informed that any effort to include the \$2 million would result in its bid being disqualified.²⁶ This exclusion of those costs from RedMane's cost proposal failed to adhere to the rules of the procurement as stated in the RFP, and as demonstrated below, this violation materially affected the conclusion that RedMane submitted the proposal entitled to the highest overall score

There is no question that had RedMane used the final version of Attachment E, as it agreed to do when it signed Addendum #5²⁷, the annual hosting costs of \$2,014,269.45 would have been automatically included in its "Total M&O & Other Ongoing Costs" due to the formula adjustment referenced in Addendum #5. Had RedMane used the final version of Attachment E, as it agreed to do, it never would have been given the opportunity to exclude annual hosting costs from its Total M&O Costs and its proposal would have been scored based on \$12,368,794.48 instead of the \$10,354,525.03.

²³ The word modify, in its intransitive form as used in Section 1.14.H of the RFP, means "to undergo change". See <https://www.merriam-webster.com/dictionary/modified> (accessed November 19, 2020).

²⁴ **Exhibit E**, page 8 (emphasis in original).

²⁵ **Exhibit F**, page 8.

²⁶ **Exhibit G**. As explained in Section III.B of this protest letter, the exclusion of the hosting costs was a change in RedMane's bid rather than a clarification.

²⁷ **Exhibit H**, pp. 29 – 33. **Exhibit H** includes excerpted portions of RedMane's 524-page RFP technical response. Page number references are to the page numbers of the original document.

While RedMane's actual intended Total M&O Costs proposal would still earn the entire 200 available points for proposing the lowest Total M&O Costs, eSystems' Total M&O Costs score would improve to 115.101 points under the formula used to calculate M&O Cost points set out above. This increased M&O Score when combined with eSystems' technical score and one-time cost score results in a total score of 747.056. RedMane's total score is 740.314.²⁸ Because eSystems' properly calculated total score is higher than RedMane's total score, eSystems is an aggrieved party whose remedy is to be awarded the contract.

B. RedMane should not have been allowed to exclude the proposed annual hosting costs from its bid after the bid opening.

Arkansas procurement law authorizes a procurement official to seek clarification of a submitted proposal when the official suspects there is a proposal mistake.²⁹ A clarification, however, may not change the terms of the submitted proposal.³⁰ Arkansas statutes do not explain the difference between a clarification and a change in terms. The term "clarify" is defined as "to make understandable."³¹ The term "change" is defined as "to make different in some particular."³²

Although stated in a different context, a clarification of a document should make the document "speak the truth, but not to make it speak what it did not speak but ought to have spoken."³³ Even a cursory review of RedMane's letter dated September 3, 2020 reveals that it changed its bid rather than clarified it.³⁴ When presented with the alternatives of accepting the \$10,354,525.03 figure reflected on its Price Sheet, inclusive of all hosting it proposed to offer, or withdrawing its bid from consideration, RedMane made the obvious decision to forego the opportunity to possibly earn \$2 million dollars over the course of seven years for the opportunity to earn nearly \$26 million in guaranteed compensation plus an additional \$10 million over the course of the subsequent-seven year period.

Not only does Tab 8 of RedMane's Attachment E clearly indicate that RedMane would charge the State \$2 million dollars to host the system over the course of seven years, but RedMane's letter also indicates that it proposed charging that amount. In its response, RedMane states:

²⁸ **Exhibit B**, p. 4.

²⁹ Ark. Code Ann. § 19-11-230(f)(2).

³⁰ Ark. Code Ann. § 19-11-230(f)(2).

³¹ See <https://www.merriam-webster.com/dictionary/clarification>.

³² See <https://www.merriam-webster.com/dictionary/change>

³³ *Taylor v. Zanone Properties*, 342 Ark. 465, 479, 30 S.W.3d 74, 82 (2000).

³⁴ **Exhibit G**, pp. 5-6.

RedMane selects Option 1 and shall, if ultimately selected by the State, provide all proposed hosting services identified in its cost proposal template. **We understand that RedMane will not be paid the \$2,014,269.45 identified in its hosting line item in its cost proposal.** We will honor the \$10,354,525.03 figure represented in our proposal as inclusive of hosting services proposed by RedMane.³⁵

Plainly, RedMane agreed to not charge a cost it specifically included in its cost proposal in violation of Ark. Code Ann. § 19-11-230(f)(2).

eSystems anticipates RedMane will contend that the Official Price Sheet is the primary document used to propose costs and that Attachment E is secondary. Such a contention is contrary to the express instructions of the RFP. The RFP specifically instructs bidders to reference and use the Cost Proposal (Attachment E) template in proposing a cost for the project.³⁶ Likewise, Attachment E itself states:

This Template provides a structured approach for proposing the costs associated with delivering this RFP's requirements. Each Respondent must fill out all applicable worksheets and cells as described by the Template and individual worksheet instructions. **This Template is the formal Cost Proposal for the Respondent's Proposal.**³⁷

As the formal cost proposal, Attachment E is not secondary to any other portion of a proposal and any changes to it qualify as a change to the proposal of which it is a part.

Not only is this a clear change in the terms of its proposal rather than a clarification, the mistake is also not the type of technical non-compliance that can be waived. Arkansas procurement rules recognize that there is little benefit in disqualifying a proposal for technical deficiencies or minor irregularities where the offeror does not derive any unfair competitive advantage.³⁸ As such, procurement officials are authorized to waive technical deficiencies or minor irregularities which do not affect the material substance of the Request for Proposals when it is in the State's best interest to do so. The \$2 million hosting fee and its inclusion or exclusion from its cost proposal is material to both RedMane's bid and to the outcome of the solicitation. Subjectively, the mere fact that RedMane was asked if it would forgo the \$2 million hosting fee itemized in its cost proposal reveals that this was not an immaterial mistake. Objectively, the

³⁵ **Exhibit G**, p 5.

³⁶ **Exhibit A**, Section 3.1.

³⁷ **Exhibit E**, p. 2 (emphasis added).

³⁸ OSP R7:19-11-230.

\$2 million hosting fee represents approximately 20% of RedMane’s M&O cost proposal.³⁹ The inclusion or exclusion of RedMane’s hosting fee is also material to the overall solicitation because its inclusion or exclusion results in a change in the highest and second highest scoring bidders.

In addition to violating Arkansas statutory requirements, allowing RedMane to change the terms of its proposal also violates common notions of equity and fairness. eSystems and other bidders followed the RFP’s instructions and used the correct Attachment E to prepare their cost proposals. As such, they were not permitted to lower their clearly intended price proposals. Likewise, RedMane should also not be permitted to lower its clearly intended price proposal.

Attempting to drive a bargain with RedMane is understandable. At the end of the day, however, the bargain is illusory. As the OSP has previously recognized, allowing bidders to submit unrealistic terms favorable to being awarded and subsequently being awarded the contract opens the door to that bidder seeking to negotiate higher fees in the future which is prejudicial to other bidders and not in the State’s best interest.⁴⁰ Allowing RedMane to agree to exclude over \$2 million of costs certainly opens the door to RedMane seeking to negotiate higher fees in the future. The potential of losing the benefit of the negotiated bargain in this case is surpassed by the fact that even with RedMane agreeing to reduce its cost proposal by \$2M, at no point over the possible seven year term of the contract would the State spend less for RedMane’s technically inferior product than it would spend for eSystems’ solution that earned the highest technical score.

Table 1: Aggregate cost comparison of Esystems' and RedMane's Proposals (as scored)

	Total One-time Costs	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
ESYSTEMS, INC	\$ 13,994,640.00	\$ 1,357,250.00	\$ 3,123,078.80	\$2,645,667.26	\$ 3,624,599.12	\$ 3,624,599.12	\$ 3,624,599.12	\$ 3,492,318.48	\$ 35,486,751.90
Total Aggregate Costs	\$ 13,994,640.00	\$15,351,890.00	\$18,474,968.80	\$21,120,636.06	\$ 24,745,235.18	\$28,369,834.30	\$ 31,994,433.42	\$ 35,486,751.90	\$ 35,486,751.90
	Total One-time Costs	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
REDMANE, INC	\$ 25,851,978.44	\$ -	\$ -	\$411,523.20	\$ 2,357,404.67	\$ 2,428,126.81	\$ 2,500,970.62	\$ 2,656,499.73	\$ 36,206,503.47
Total Aggregate Costs	\$ 25,851,978.44	\$25,851,978.44	\$25,851,978.44	\$26,263,501.64	\$28,620,906.31	\$31,049,033.12	\$ 33,550,003.74	\$ 36,206,503.47	\$ 36,206,503.47

Rather than benefiting its position, RedMane’s failure to use a required form should have resulted in its disqualification. At the very least, RedMane’s bid should have been scored as intended. In either case, eSystems would have been properly recognized as the bidder that presented the highest scoring proposal. As such, eSystems has been aggrieved by RedMane’s failure to use a required form and should be declared the highest scoring bidder.

C. RedMane failed to fully comply with the requirements of the RFP and its proposal should have been rejected or received a lower technical score.

³⁹ It is appropriate to view the hosting fee as a percentage of the M&O Cost rather than the overall cost because the procurement scored the bids on by separating one-time costs and M&O costs rather than on a total cost basis.

⁴⁰ **Exhibit I**, Response to Protest in IFB No. 710-19-1008.

1. Failures that should have resulted in a disqualification of RedMane's proposal.

The RFP is explicit in its explanation that full and unequivocal compliance with certain provisions is absolutely mandatory.

1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that the Contractor’s agreement to and compliance with that item is mandatory.
- B. A Contractor’s proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request must be declared on, or as an attachment to, the appropriate section’s Agreement and Compliance Page. Contractor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)⁴¹

A bidder’s signature on its bid is also an acknowledgement and agreement that the submission of additional terms or conditions or an exception that conflicts with a Requirement of the RFP shall cause that bidder’s proposal to be disqualified.⁴²

Notwithstanding this clear admonition and RedMane’s express agreement that additional terms and exceptions to RFP Requirements, RedMane’s proposal took exceptions to at least six mandatory RFP Requirements.

- 1. RFP Attachment C – CCWIS Functional Requirements, Tab 1.7 Provider Management, states: “PM-74 - The Future System **must** facilitate overpayment calculation and overpayment recovery, including the ability to withhold portions of subsequent payments to off-set identified overpayments from the same Provider”.⁴³ RFP Attachment C further indicates this ability to calculate overpayments is “mandatory”. Notwithstanding this clear requirement to calculate overpayments, page 47 of RedMane’s Technical Response states, “CCWIS solution provides screens for authorized users to enter overpayment amounts. **The solution does not calculate or recalculate overpayments.**”⁴⁴

⁴¹ **Exhibit A**, Section 1.6.

⁴² **Exhibit A**, Section 1.11.

⁴³ **Exhibit J**.

⁴⁴ **Exhibit H**, p. 47, #17 (emphasis supplied).

RedMane attempts to correct this clear violation of the RFP requirements by agreeing to calculate provider overpayment amounts in the Contract Negotiation Agreement.⁴⁵

2. Section 2.9 of the RFP states, “The Contractor will be paid a fixed fee for its M&O work. M&O work is intended to include projects which take up to, but not more than, 240 hours of work. There will also be a pool of 15,000 hours available at a fixed hourly rate finalized in the contract. These hours will only be accessible for projects which the Contractor and State agree will take 241 or more hours.”⁴⁶ The RFP places no limit on the number of projects the State may request as long as each project requires no more than 240 hours of work. Page 47 of RedMane’s Technical Response, however, takes an exception to this requirement by unilaterally placing a limit on the number of projects it will complete each year under M&O work. Specifically, RedMane’s proposal states, “Our baseline M&O proposal and associated price assumes a maximum of 7 projects of 240 hours or less per year.”⁴⁷ RedMane’s proposal essentially caps the total number of hours available for projects that require 240 hours or less at 1,680 hours per year.

The appropriate avenues to seek such a cap were by submitting a written question pursuant to Section 1.10 of the RFP or negotiating a cap after the highest ranking bidders had been identified pursuant to Section 1.20 of the RFP. RedMane’s unilateral cap makes an exception that clearly conflicts with the RFP requirement of M&O work. This unilateral cap in contravention of the rules of the RFP process also denied the State the ability to fully compare RedMane’s M&O Costs Proposals to the cost proposals of other bidders that did not take exception to the requirement that M&O pricing include a fixed fee to cover *all* projects that take up to 240 hours of work. Presumably, had other bidders chosen to cap the total amount of hours they would devote to individual projects requiring up to 240 to complete, those bidders’ M&O costs proposals would have been less too. The inability to make true apples-to-apples comparisons is precisely why the State imposes a uniform set of requirements for all bidders. RedMane’s failure to comply with those requirements should result in disqualification.

3. Section 2.5.4 of the RFP states, “The Contractor will be responsible for leading and performing the data conversion and migration activities. ... The Contractor will implement and develop any tools required to convert the data into a format to be imported into the Future System, cleansing and de-duplicating the data as it is integrated into the solution.” RedMane’s Technical Response, however, takes two exceptions to this requirement. Specifically, RedMane states:

⁴⁵ Exhibit K, p. 1.

⁴⁶ Exhibit A, Section 2.9.

⁴⁷ Exhibit H, p. 47, #29 (highlighting added).

6. Conversion from core legacy system - State does extract and data cleansing; RedMane provides support for data cleansing/validation, and performs transform and load of data into new CCWIS system.
7. Conversion from ancillary systems - State performs Extract and Transform. RedMane provides CSV files that are input to our Data Migration Tool. State is responsible for populating CSV's with data in required format.⁴⁸

By way of these exceptions, RedMane offloads responsibility for assigning data extraction, transformation, and cleansing work to the State in contradiction to the RFP requirements. This attempt to reduce the responsibilities under the contract prior to negotiations should be disqualifying.

4. Section 1.19.B of the RFP cautions potential bidders to ensure that they have received or obtained, **and have responded to**, any and all addenda to the RFP prior to submitting a response. Addendum #8 made changes to the bonding requirement and extended the bid opening date by three days from June 5, 2020 to June 8, 2020.⁴⁹ Notwithstanding, the requirement that all bidders respond to any and all addenda, a signed Addendum #8 was not included with RedMane's proposal.

RedMane's later attempt to have the bonding requirement waived suggests RedMane did not intend to establish a performance bond.⁵⁰ The OP refused the request, but RedMane's failure to provide Addendum #8 constitutes a failure to comply with the terms of the RFP and is grounds for disqualification.

5. Section 2.5.7 of the RFP requires the successful bidder to warranty the system for 12 months after all functionality has been implemented and to address any defects identified during the M&O period **at no additional cost to the State**. RedMane's proposal states that any identified defects will be assigned to the RedMane M&O team for repair.⁵¹ This approach, however, does not provide repair services at no additional cost to the State. RedMane's M&O team is costed item that is included in the Official Bid Price Sheet. The State is paying for the M&O team.

Because RedMane's proposal capped the number of M&O hours to which the State is entitled as described in the above discussion of RedMane's exception to Section 2.9, RedMane is affectively assigning a cost to the State for providing warranty services. Warranty services come at the cost of future M&O services, which will become most

⁴⁸ **Exhibit H**, p. 46, #6 and 7 (highlighting added).

⁴⁹ **Exhibit L**.

⁵⁰ **Exhibit M**.

⁵¹ **Exhibit H**, p. BP-52 (highlighting added).

evident if a defect is discovered after the State has exhausted the 7 projects included in RedMane's M&O proposal.

Assigning the ticket to the M&O team for defect fix resolution means that RedMane is not addressing the warranty period defects at no additional cost to the State. While the RFP allows leveraging the M&O processes to manage the issues/defects and fixes and to report progress as part of the M&O reports, it does not allow assigning defects that are under warranty and need to be fixed at no additional cost, to the M&O team to fix, which is a costed item. The State is paying for M&O to do Maintenance and Operations, not to fix the warranty period defect.

6. RedMane failed to allocate fees to specific requirements as required by Attachment E. For instance, one of the requirements expected of the successful bidder is the establishment of a local office.⁵² Although some the requirements for the local office were relaxed due to the COVID-19 pandemic, the RFP never completely removed the requirement to remove the local office.⁵³ Notably, even with the relaxed requirements for a local office, the OP instructed vendors to include local office costs in Tab 7 of Form E.⁵⁴

Notwithstanding this instruction, RedMane, unlike eSystems and Deloitte, did not include specifically designate any costs for office space in its bid. Ultimately, RedMane negotiated a term giving it discretion to open the local office and relaxing certain requirements related to the Contractor being on-site in Little Rock. While the OP and RedMane were entitled to negotiate this change, the negotiation crystalizes the significance of RedMane's failure to itemize costs associated with a local office. Namely, by failing to allocate any portion of its cost proposal to office space, the State received no consideration on cost in exchange for not requiring RedMane to maintain the office. Had the State negotiated the same change with eSystems, for instance, it would have known exactly how much eSystems would have charged for the local office and could have requested that such charge be eliminated or reduced.

Pursuant to Section 1.6.B of the RFP any one of these exceptions, much less the combination of all of them, is disqualifying. The failure to disqualify RedMane's proposal is a failure to adhere to the rules of the procurement and materially affected the contract award.

Finally, in response to a question about the relative importance of Mandatory, Tier 1, and Tier 2 requirements for the Anticipated Data Exchange Partners, the OP stated, "A failure to meet any mandatory requirement results in the disqualification of a proposal. As stated in the Attachment B instructions, the quality and nature by which a respondent proposes to meet a

⁵² **Exhibit A**, Section 2.7.5.

⁵³ **Exhibit A**, Section 2.7.5.

⁵⁴ **Exhibit C**, Question ID # 120 (highlighting added).

Mandatory, Tier 1 or Tier 2 requirement will be factored into Technical Proposal scoring.”⁵⁵ RedMane’s bid stated in pertinent part, “Any items marked as Tier 1 or Tier 2 are not included in our proposal or associated pricing.”⁵⁶ RedMane later clarified its bid by indicating this statement was made in error and should have been deleted from its proposal.⁵⁷ RedMane’s bid, however, contained other statements expressly excluding certain Tier 1 and Tier 2 requirements. Specifically, RedMane’s bid explicitly states, “The CCWIS solution scope DOES NOT include the following interfaces: MidSouth’s training platform (MidSouth Training Academy Site), RiteTrack (subject to replacement by a yet to be announced system), Department of Health system (ARFinds), AMIS COGNOS, Department of Workforce Services, State enterprise content management, platform, State Police AR Crime Information Center (ACIC), FBI Harvester, Bank interface for VISA, DF&A, Enterprise Criminal Background Check System”⁵⁸ which are all either Tier 1 or Tier 2 interface requirements.

Accepting RedMane’s email indicating that its statement, “Any items marked as Tier 1 or Tier 2 are not included in our proposal or associated pricing” was included in error amounted to a post-opening but pre-scoring alteration in violation OSP R7:19-11-230. Instead, RedMane’s proposal should have received a technical score reflecting its clear exclusions of Tier 1 and Tier 2 requirements from its proposal. Not scoring RedMane’s proposal in a manner that recognized its general statement that the proposal did not include Tier 1 and Tier 2 requirements and its specific exclusion of Tier 1 and Tier 2 interfaces materially impacted RedMane’s technical score and given the closeness of the scores potentially materially impacted the contract award.

IV. Conclusion

eSystems provided the highest scoring technical proposal with the lowest aggregate costs, yet another bidder, RedMane, was determined to the highest scoring bidder. RedMane submitted a non-complaint cost proposal that materially affected the scoring process that should have subjected RedMane’s bid to disqualification. Alternatively, RedMane’s cost proposal should have been scored as submitted rather than as changed after the date bids were opened. RedMane also took exceptions to various requirements of the RFP in direct contravention of the terms of the RFP which should have subjected RedMane’s bid to disqualification or a significantly reduced technical score.

For these reasons, eSystems has been aggrieved by various errors in the solicitation of the RFP. eSystems, therefore, respectfully requests:

⁵⁵ **Exhibit C**, Question ID # 162 (highlighting added).

⁵⁶ **Exhibit H**, page 46, # 2.

⁵⁷ **Exhibit N**.

⁵⁸ **Exhibit H**, page 46 # 9.

Mr. Edward Armstrong
November 23, 2020
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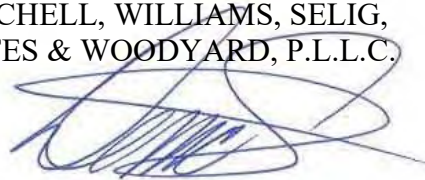
- that its protest be sustained;
- that RedMane's bid be disqualified for failure to comply with the requirements of the RFP or that RedMane's bid be rescored;
- eSystems be acknowledged as providing the proposal with the highest overall score; and
- eSystems be designated as the successful vendor and awarded the contract.

Thank you in advance for your attention to this matter.

Sincerely,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

By



Derrick W. Smith

DWS:dl
Enclosures
cc: Vivek Sawhney (w/encs.)

EXHIBIT A

RFP NO. 710-20-0041



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

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	710-20-0041	Solicitation Issued:	April 6, 2020
Description:	Solicitation for the design, development, implementation and maintenance and operation of a new CCWIS system, including the conversion of data from the legacy SACWIS system.		
Agency:	Department of Human Services – Division of Child and Family Services		

SUBMISSION DEADLINE FOR RESPONSE

Bid Submission:	<u>May-June 225</u> , 2020 10:30 a.m CT	Bid Opening:	<u>May-June 225</u> , 2020 11:00 a.m CT
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Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).

DELIVERY OF RESPONSE DOCUMENTS

Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Contractors assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purpose <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OP Buyer:	Nawania Williams	Phone Number:	501-320-6511
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Email Address:	Nawania.williams@dhs.arkansas.gov	OP's Main Number:	501-682-1001
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
OPS Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

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 Procurement (OP) issues this Request for Proposal (RFP) on behalf of the Division of Children and Family Services (DCFS) to obtain proposals and a contract for the design, development, implementation, maintenance and operations of a Comprehensive Child Welfare Information System (CCWIS). DCFS is a division of the Department of Human Services (DHS).

Presently, DCFS uses a child welfare information system called the Children’s Reporting and Information System (CHRIS.) CHRIS was developed pursuant to federal requirements for Statewide Automated Child Welfare Information Systems (SACWIS). The State has been using CHRIS for nearly twenty years.

In 2016 the Administration of Children and Families, a Division of the Department of Health and Human Services, replaced the historical SACWIS rule with the CCWIS Final Rule (81 FR 35449). The CCWIS Final Rule encourages states and tribes to embrace modernized technology and practices in the design and development of their child welfare information systems.

CHRIS does not align with the vision and requirements of the CCWIS Final Rule. Accordingly, the State wishes to replace it with a modern system compliant with the requirements of the CCWIS Final Rule.

In addition to complying with the CCWIS Final Rule, the successful Respondent will propose a systems and services solution that:

- Has the ability to change and respond to changes in the child welfare and health care industry
- Has a verifiable track record of successful implementations within a defined timeframe
- Has business plans that demonstrate a corporate commitment to product enhancement with routine releases
- Is comprised of systems and processes that learn and adapt to new challenges and provide utilities or services that integrate with child welfare and health care on an enterprise wide level

Critical technological objectives of this RFP include the procurement of:

- A true Service Oriented Architecture (SOA) platform which will bring interoperability of service-based modules, preferably as licensed products, to support DHS’ modernization and continual enterprise evolution without restricting its ever-changing business needs
- A highly configurable and flexible platform that will be an enabler of the expansion of technological capabilities to other state and federal agencies
- An enterprise solution that is designed at its core to allow Commercial-Off-The-Shelf (COTS) products be installed, integrated, and upgraded through scheduled releases
- Software modules that are implemented and modified by user configurations, not through constant custom coding that will result in yet another one-off child welfare system

The system sought by this RFP, the “Future System,” will embrace modern technology to improve the efficiency, accuracy and mobility of the DCFS workforce which uses the system. Most importantly, the Future System will help DCFS more effectively accomplish its mission: to keep children safe and help families.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A. A Term contract will be awarded to a single Contractor.

- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative Review
- C. The term of this contract **shall** be for up to one (1) year. The anticipated starting date for the contract is **October 1, 2020**. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.4 **ISSUING AGENCY**

The Office of Procurement, as the issuing office, is the sole point of contact throughout this solicitation.

1.5 **BID OPENING LOCATION**

Proposals received by the opening time and date **shall** be opened at the following location:

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

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

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

When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

1.6 **ACCEPTANCE OF REQUIREMENTS**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.
- B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request must be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)

1.7 **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. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- D. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

- E. "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.

1.8 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. As an alternative to the instructions below, a Respondent may follow the alternative submission set forth in Attachment N – Limited Bid Submission Accommodation During COVID-19.

4.2. A hard copy of the original *Technical Proposal Packet* (Attachment B) **must** be received on or before the bid submittal date and time.

2-3. The Proposal Packet should be clearly marked "Original" and **must** include the following:

- a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
- b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
- c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
- d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
- e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

3-4. The following items should be submitted in the original *Technical Proposal Packet*.

- a. EO 98-04 Disclosure Form, Attachment G. (See *Standard Terms and Conditions, #27. Disclosure*.)
- b. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- c. *Voluntary Product Accessibility Template* (VPAT), if applicable. (See *Technology Access*.)

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

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

1. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet* and the completed Attachment E Cost Proposal, preferably on a flash drive. A CD will also be acceptable.
3. 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". Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

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. Twelve (12) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Twelve (12) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.

- 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 **shall** govern.
- d. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that 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.*
 - *All Agreement and Compliance Pages.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on **April 17, 2020**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment H*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **May 4th, 2020**.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.11 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the contractor's proposal to be disqualified:
 1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 **AGREEMENT AND COMPLIANCE PAGES**

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

1.13 **SUBCONTRACTORS**

- A. Contractor must complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* 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.

1.14 **PRICING**

- A. Contractor(s) shall include all pricing on the Official Price Bid Sheet and Attachment E only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet* and Attachment E, including the hard copy and electronic copy, **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 in the sealed pricing package.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.
- H. Attachment E **must** be completed in Excel pursuant to instructions in the file. The file **must** not be modified.

1.15 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more contractors is acceptable. However, a single Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.16 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the 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; and
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.17 **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. 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 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*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with 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 Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.18 **CAUTION TO CONTRACTORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

1.19 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.

- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The contractor **shall** be responsible for checking the following Office of State Procurement (OSP) and DHS websites for any and all addenda up to the bid opening:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>

1.20 **AWARD PROCESS**

A. Award Determination

The Grand Total Score for each Contractor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible 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 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 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 DHS and OSP websites at:

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. 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. OP **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. The final Contract is contingent upon ACF approval. Throughout the solicitation process, DCFS will work collaboratively with ACF to ensure ACF approval. However, legislative and/or policy changes can occur between final ACF approval of the RFP and the Vendor Contract award/negotiation process. In the event that a final Contract is negotiated, but ACF does not approve the Contract, the Contract is to be considered void and DCFS will be released from any resulting liability.

Additionally, ACF may request contractual revisions that may cause substantive changes to the Base Contract. In order to secure an executed Contract with the Vendor, DCFS will make every attempt to communicate and negotiate the changes from and required by ACF.

3. A State Procurement Official will be responsible for award and administration of any resulting contract.

1.21 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) 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 woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) 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*.

1.22 **EQUAL OPPORTUNITY POLICY**

A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to the State is a one-time Requirement. 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. Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.23 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

B. OSP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

1.24 **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 Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.25 **PAST PERFORMANCE**

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

1.26 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 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 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; and
 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.

1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The 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: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.28 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) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.29 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a Contractor’s proposal to be disqualified or for the contract to be terminated.

1.30 RESERVATION

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

1.31 DATA LOCATION

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.32 SCHEDULE OF EVENTS

Public Notice of RFP	April 3, 2020
Deadline for Receipt of Written Questions	April 17, 2020
Response to Written Questions, On or About	May 14 11, 2020
Date for Bid Submission	May 22 June 5, 2020 10:30 a.m CT
Date and time for Opening Bid	May 22 June 5, 2020 11:00 a.m CT
Invitation to Top 3 Ranked Respondents to Deliver Oral Presentation/Demonstrations, On or About	June 22, 2020
Oral Presentation/Demonstration from Top 3 Ranked Respondents, On or About	July 1, 2020
Selection of Contractor, On or About	July 31, 2020
Intent to Award Announced, On or About	July 31, 2020
Contract Start, (Subject to State Approval)	October 1, 2020

1.33 STATE HOLIDAYS

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

New Year’s Day	January 1
Dr. Martin Luther Kinging Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

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

SECTION 2 – MINIMUM REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

Note that the qualifications the vendor must meet in order to be evaluated for this project are either listed in **Section 2.2.5 - Minimum Qualifications** or denoted by a bolded “**must**” or “**shall**” (when referencing the Contractor’s duties and responsibilities) in the below Section 2 and relevant attachments.

2.1 INTRODUCTION, BACKGROUND, AND OVERVIEW

As this RFP solicits a Contractor to design, develop, implement and then later maintain and operate the Future System, Performance Management is contemplated in two phases.

For the design, development and implementation phase of the Future System, all payment to the Contractor will be contingent upon the State’s acceptance of certain deliverables and milestones associated with the Future System’s design, development, implementation and determinations of CCWIS compliance by ACF. There will also be Performance Standards for this phase. Once the system is operational and running at a steady-state, the State shall manage the Contractor’s performance in accordance with Performance Standards.

Any vendor involved in the development of this RFP shall not be permitted to submit a proposal as the Contractor, a subcontractor, or as any other part or advisor to a company submitting a proposal.

In 2016, the US Department of Health and Human Services (HHS), through the Administration for Children and Family (ACF), issued the Comprehensive Child Welfare Information System (CCWIS) Final Rule (81 FR 35449) to promote the modernization of aging child welfare information systems throughout the country. The Final Rule includes new regulations to guide the use of technology in child welfare. The guidance provided promotes leveraging technology for innovation and agility to address issues in child welfare services. Previously, child welfare information systems were required to use a single comprehensive system that did not allow for flexibility or rapid changes. Accordingly, in the child welfare space, it was difficult to take advantage of existing technology and changing welfare services practices. The Final Rule removes the requirement for a single comprehensive system and allows agencies to implement integrated solutions such as Commercial-Off-The-Shelf (COTS) products that can better support current child welfare practices. This new approach offers an array of possibilities for the child welfare business model and the solutions designed to support it.

The CCWIS Final Rule allows DCFS to use more effective technologies to quickly identify youth and family needs and link them to services. CCWIS structures are distinguished from DCFS’s the legacy CHRIS System (which is a former SACWIS system, transitional CCWIS), by being smaller, more modular, and designed for interoperability and interface with other systems. Accordingly, rather than attempting to modify the existing SACWIS system, Arkansas DHS, and its DCFS, has elected to replace CHRIS with a CCWIS system. A replacement system will allow DCFS to take advantage of other capabilities via CCWIS that are not common in older SACWIS systems such as configurable case management and associated workflows, mobile computing, predictive analytics, automated assessments, worker optimization tools, and modern marketing and recruitment capabilities which have the potential to improve case workers’ efficiency and the outcomes for children involved with foster care. Additionally, the CCWIS requirements promote and support the exchange of information between child welfare agencies and contributing organizations such as schools, courts, and other health and human services departments, while providing the flexibility to build systems that are tailored to meet their unique needs to better serve young people in and aging out of care.

2.1.1 DCFS Overview

The DCFS mission is to keep children safe and to help families and parents to successfully care for their children through community-based services and supports. DCFS is focused on the safety, permanency and well-being of the children and youth of Arkansas. Please see an DCFS Organization Chart in the Bidders’ Library (Attachment F to the RFP, henceforth referred to as the Bidders’ Library.)

DCFS administers its services in the State by area, and each area has an Area Director and county-based staff. Minimum county office staffing includes at least one Family Service Worker, a supervisor and a Program Assistant.

DCFS is divided into ten geographically based areas:

Areas	Counties
Area I	Benton, Carroll, Madison, Washington
Area II	Crawford, Franklin, Johnson, Logan, Scott, Sebastian, Yell
Area III	Clark, Garland, Hot Spring, Howard, Montgomery, Perry, Pike, Polk, Saline
Area IV	Columbia, Hempstead, Lafayette, Little River, Miller, Nevada, Ouachita, Sevier, Union
Area V	Baxter, Boone, Conway, Faulkner, Marion, Newton, Pope, Searcy, Van Buren
Area VI	Pulaski
Area VII	Bradley, Calhoun, Cleveland, Dallas, Grant, Jefferson, Lincoln, Lonoke, Prairie
Area VIII	Clay, Craighead, Fulton, Greene, Izard, Lawrence, Mississippi, Sharp, Randolph
Area IX	Cleburne, Crittenden, Cross, Independence, Jackson, Poinsett, Stone, White, Woodruff
Area X	Arkansas, Ashley, Chicot, Desha, Drew, Lee, Monroe, Phillips, St. Francis

2.1.2 Service Units

DCFS provides a myriad of services to fulfil its goals and mission, through specialized units and services throughout the organization including the following:

- Child Welfare Community Services – The Community Services section is responsible for overseeing all aspects of service delivery from DCFS county field staff to their communities. The Assistant Director of Community Services oversees the state’s ten Area Directors who oversee the supervisory staff of the counties in their respective geographic service areas.
- Child Maltreatment Central Registry and Background Check Information and Notification- The Central Registry Unit maintains a statewide registry for the collection of child maltreatment investigation reports. Reports made to the Department are confidential and information included in the automated data system is retained to assist the department in assessing future risk and safety. The Background Check Information and Notification Unit assists with processing of required criminal record checks for staff, foster parents, and adoptive parents and issues notices regarding the child maltreatment investigative determination to all persons pursuant to A.C.A. § 12-18-703 et seq. The State is in the process of developing an Enterprise Criminal Background Check system. The future system will be required to utilize this system for criminal background checks.
- Children's Reporting and Information System (CHRIS) - Children's Reporting and Information System (CHRIS) was developed to meet the needs of family service workers. The system reduces paperwork, provides tools to track the children and families to assures that information being collected is correct. CHRIS will be replaced by the Future System.
- Eligibility - The DCFS Eligibility Unit is responsible for determining title IV-E and Medicaid eligibility of children who enter foster care. The state is reimbursed for administrative and maintenance costs provided that a child is IV-E eligible and a child’s placement meets required Arkansas licensing standards. Medicaid eligibility is determined for children in foster care, children adopted and receiving an adoption subsidy, children entering Arkansas through the Interstate Compact for Placement of Children (ICPC), children entering Arkansas through the Interstate Compact for Adoption Medicaid Assistance (ICAMA), and children participating in the Subsidized Guardianship Program. The Eligibility Unit also manages Foster Care Trust Accounts that are established for

children in the foster care program when the state is the payee for children's child support, Social Security, and/or Supplemental Security Income (SSI) benefits.

- Finance - The Finance Unit oversees the administrative processing of all purchases and other expenditures related to child welfare service delivery in the state. The Finance Unit also maintains oversight of the agency budget, financial reporting, and contracts.
- Arkansas Education and Training Voucher (ETV) Program - The Arkansas Education and Training Voucher (ETV) Program offers funds to youth in foster care and former foster youth up to age 26 to enable them to attend colleges, universities, and vocational training institutions.
- DCFS Policy Unit - The Policy Unit has the responsibility for developing, revising, promulgating and distributing division policies, procedures, publications, and forms. Various Federal and State Laws govern DCFS, and this unit is responsible for monitoring, updating and developing policy rules and regulations to maintain compliance with these laws.
- Education Unit - The Education Unit advocates for children in the child welfare system to help them overcome barriers to education and ensures compliance with state and federal laws inclusive of Every Student Succeeds Act and Fostering Connections. The Education Unit works closely with field staff and foster parents regarding the identification, implementation, and monitoring of Individual Education Plans (IEPs) and Section 504 Education Plans for children in foster care.
- DCFS Planning Unit - The Planning Unit's mission is to engage in comprehensive, broad-based program planning with a goal of improvement of child and family services in Arkansas. The Planning Unit oversees all federally required plans and reports submitted to the federal Children's Bureau.
- Professional Development Unit - The purpose of the Professional Development Unit is to coordinate and monitor the title IV-E training contracts with the University Partnership and oversee Child Welfare Stipend program. The unit also provides title IV-E fiscal support for DCFS staff attending training events.
- DCFS Quality Assurance Unit - The purpose of the Quality Assurance Unit is to maintain a system of quality improvement for the Division through the use of both qualitative and quantitative measures, including review and evaluation of the quality of child welfare practice.
- Transitional Youth Services - The Transitional Youth Services (TYS) Unit works with teens in foster care ages 14-21 to teach them basic life skills as they transition to adulthood. The program encourages youth to remain in school until graduation from high school and will then assist them with their post-secondary educational needs and training, other programs designed to remove barriers to employment, and/or entry into the workforce.
- Mental Health Services - The DCFS Mental Health Services Unit provides support and consultation to DCFS field staff regarding children with behavioral, emotional, and mental health needs. This unit assists with Interdivisional Staffings for children with multiple needs, and also oversees contracts for drug screens and related data. The DCFS Mental Health Services Unit does not provide direct mental health services for clients.
- Adoption and Guardianship Services - DCFS provides a full range of adoption services, from finding families to adopt, to keeping a voluntary adoption registry. Services are also available to birth parents who chose to place their newborns up for adoption.
- Arkansas Heart Gallery – The Heart Gallery is a recruitment tool that provides photographs and general descriptions of children who are waiting for an adoptive family. Qualified Adoptive homes are needed for children of all nationalities, sibling groups and children with special needs to include children with emotional, mental or medical needs.
- Foster and Adoptive Parent Inquiry and Application Unit - The Foster and Adoptive Parent Inquiry Unit maintains a foster and adoptive parent recruitment website that allows perspective prospective adoptive or foster parents to

express interest on-line. The unit also provides assistance to individuals and couples seeking to become a foster or adoptive provider homes by providing technical assistance with filling out background checks, and assignment of the applicant to the local Resource Unit when appropriate for completion of the assessment and approval process.

- Foster Care Services - Foster parent support is a critical role in this unit which is achieved through working with foster parents to address concerns to supporting them in ensuring they have the tools they need to meet the needs of the children placed in their homes. The Foster Care Unit also manages foster home¹ board payments, serves as the agency point of contact for Private License Placement Agencies, and assists in guiding resource staff regarding foster and adoptive home approval questions. This unit also processes foster parent and volunteer travel and maintains responsibility for the RAVE texting program and the online Foster and Adopt Provider Portal.
- Interstate Compact Placement of Children - The Interstate Compact Placement of Children (ICPC) Unit assists in moving children in need of foster care placement or adoption across state lines. When a child requires foster care or adoptive placement outside the resident state, DCFS is required to use the ICPC process.
- Mutual Consent Voluntary Adoption Registry - Each licensed adoption agency in Arkansas is allowed by law to establish an adoption registry. Qualified persons may register to be identified to each other or to receive non-identifying information about the genetic, health and social history of adoptees placed by their agency.
- Specialized Placement Services for Children in Foster Care - The Specialized Placement Unit provides technical and financial assistance to local county offices requiring help in locating and/or finding placements for children with emotional and/or behavioral problems. The Division provides these services through contracts with private providers or medical providers. This unit also provides support to the local county staff with the Developmental Disabilities Services (DDS) waiver process for children in state custody.
- DCFS Child Abuse Prevention - The Child Abuse Prevention Program provides helpful information and resources to help prevent child abuse and neglect. The Arkansas Children's Trust Fund is housed within the DCFS Child Abuse Prevention Program and is responsible for several initiatives such as All Babies Cry, the DCFS Parent Advisory Council, and the Baby and Me WIC Clinic Project.
- Child Protective Services - The Child Protective Services Unit provides oversight and monitoring of DCFS child maltreatment investigations and staff statewide. Family Service Worker (FSW) Investigators respond to allegations of child abuse and neglect that have been accepted through the Arkansas Child Abuse Hotline. During the investigation, FSW Investigators conduct health and safety assessments of the children and must show a "preponderance of evidence" in order to substantiate (determined to be true) the allegation(s).
- Child Protective Services In-Home Services Unit - The Child Protective Services In-Home Services Unit provides oversight and programmatic planning for DCFS protective service cases (PS cases) and supportive service cases (SS cases). Services are referred by DCFS caseworkers and often court-ordered by juvenile judges as part of a case plan. The In Home Services Unit is currently responsible for approximately 115 contracts throughout the State. The programs offered to DCFS clients through community-based contracts include counseling, in-home support, Intensive Family Services, Nurturing Families of Arkansas (in home parenting), language interpreters, parenting education, supervised visitation, support groups and SafeCare in some counties. The main goals of the In Home Services Unit are to strengthen and expand services that allow children to remain safely at home, to improve the lives of the families and in cases of removal, to increase support for families during and after reunification.
- Citizens Review Panel - The Panel assures that requirements of the federal Child Abuse Prevention and Treatment Act (CAPTA) are incorporated into state law. Funding for CRPs is provided through DCFS and the panels are comprised of citizens within the community from the legal field, child advocacy community, Court

¹ In the future, the State will retire the phrase "foster home" in favor of the term "Resource Family" which will also encompass Client relatives, fictive kin, adoptive, and pre-adoptive families. As this new term has not officially been instituted, the term foster home remains in this document as the present term in use.

Appointed Special Advocates (CASA), parent/foster parents, and health/mental health fields, who are passionate about improving the lives of children and families in Arkansas and strengthening the child welfare system. There are currently three CRPs in Arkansas that cover the following counties: Pope, Logan, Columbia, Hempstead, Lafayette, Nevada, and Ouachita. Membership consists of DCFS cannot comprise a majority on panel.

- Differential Response - The Differential Response (DR) Program responds to allegations of low-risk child maltreatment. Families that have allegations that are diverted from the traditional investigative pathway to the DR Program are provided with short-term services designed to keep children from entering foster care.
- Team Decision Making - Team Decision Making (TDM) is a collaborative teaming process with families, their informal and formal supports, and DCFS to co-design a plan to safely keep children in the home, utilizing and building on the families' strengths.
- Child Abuse and Neglect Reporting - Anyone who suspects child maltreatment may make a report to DCFS through the Child Abuse Hotline. Some people (for example, doctors, teachers and school counselors) must, by law, report suspected child maltreatment. See Section 1.2.2.2 of Attachment A for a discussion of the Hotline.
- Arkansas Child and Family Service Review - The Department of Health and Human Services introduced child welfare regulations to improve outcomes for abused and neglected children, children in foster care, and children awaiting adoption. States are assessed for compliance with Federal requirements for child protective services, foster care, adoption and family preservation and support services under titles IV-B and IV-E of the Social Security Act.
- Child Welfare Client Advocates - Client Advocates assist the general public with information about services and programs, inquiries about general policies of the DCFS and assists others who need information about current services.
- Kinship Connect - The Kinship Connect program focuses on the primary goal to support relative and fictive kin caregivers through information, dissemination, and resource coordination.

2.1.3 Departmental Priorities

The DCFS practice model unites the casework process with an approach that values and supports families at every step of a family's encounter with the Division. The DCFS practice model goals encompass the following priorities:

- Safely keep children with their families.
- Enhance well-being in all of their practice with families.
- Ensure foster care and other placements support goals of permanency.
- Use permanent placement with relatives or other adults, when reunification is not possible, who have a close relationship to the child or children (preferred permanency option).
- Utilize subsidized guardianship when appropriate for lifetime connections for youth in foster care
- Ensure adoptions, when that is the best permanency option, are timely, well-supported and lifelong.
- Ensure youth have access to an array of resources to help achieve successful transition to adulthood.

DCFS has the authority and responsibility to coordinate communication between various components of the child welfare system, provide services to dependent-neglected children and their families, investigate reports of child maltreatment and assess the health, safety, and well-being of children during investigations. Additionally, DCFS provides services, when appropriate, designed to allow maltreated children to safely remain in their homes, to protect children when remaining in their home presents an immediate danger to their health, safety, or well-being, and to ensure that placements support the goal of permanency for children.

2.1.4 Current Environment

2.1.4.1 CHRIS Overview

The current information system used in Arkansas is the Children's Reporting and Information System (CHRIS). CHRIS is a fully automated, worker-based child-welfare information system that serves as a centralized source to store information (e.g., client, legal and service information), manage workloads (e.g., its tickler system for reminding workers/supervisors of time sensitive tasks) and is the official record for DCFS. CHRIS was designed to support foster care and adoption assistance case management practice. The CHRIS system obtained SACWIS compliance in April 2007.

CHRIS Applications/High-Level Overview:

- Client Server architecture
- Object Oriented Design
- PowerBuilder v12.5.2 build 5006
- Oracle v12c , SQL server 2012
- 625+ Screens , 750+ tables
- Financial Module - .NET
- 15 .NET applications – Public and Intranet (See Section 2.1.4.2)
- 10 System Interfaces including KidCare, OCSE, SSA
- Technologies used – SSIS, SSRS, TFS, QC, SCCM
- Agile – SCRUM, KANBAN

CHRIS has over 1350 users and serves more than 4000 foster children in the State of Arkansas. CHRIS captures activities in Information and Referrals; Investigations (including Central Registry); Cases (Child Protective, Supportive, Interstate Compact on Adoption and Medical Assistance, and Interstate Compact on Placement of Children); Independent Living Services and Adoptions; Providers (Placement and Non-Placement Services Providers); Training (Staff as well as Foster and Adoptive Providers); Assessments; Title IV-E Eligibility determination, Court information; and Staff (CHRIS User Demographics and Security Levels).

The system reduces paperwork, provides tools to track the children and families to assure that information being collected is correct. CHRIS is overseen by the Division of Administrative Services, Office of Information Technology (OIT). OIT supports DCFS's technical functions, including oversight CHRIS and related tertiary systems. Members of OIT are assigned directly to DCFS, work closely with the DCFS business representatives, and are co-sponsors of the CCWIS project to replace CHRIS. A vendor (Deloitte) also provides CHRIS support.

2.1.4.2 .NET Applications

There are a number of functions today that are performed in .NET applications that interface with CHRIS which the State expects to be integrated functions and features of the Future System. A list of these .NET applications can be found in the Bidders' Library. The current role of each .NET application is discussed in Attachment A.

In the event that the Future System does not offer a solution which provides an identical or substantively similar functionality as a .NET, the State is amenable to working with the Contractor to preserve one or more .NET applications and interface them with the Future System. This is not, however, the State's preference. In the event that the Contractor elects to preserve a .NET application, the Contractor **shall** be responsible for maintaining that .NET.

2.1.5 CCWIS Functional Areas Background

Attachment A - Agency Current Practices, Challenges, and System Needs by Functional Area provides information concerning the functional areas of DCFS at a high-level. It is not all encompassing of all DCFS processes, but rather an outline and summary description of key functional areas and what DCFS expects from its Future System. While the Future System **must** be modular, the functional areas listed in Attachment A are not intended to be a replica of the modularity required for the Future System. The Contractor is not expected to have a separate module for each section of Attachment A; the duties of DCFS are divided across sections below to facilitate an understanding only.

Please Note: The tasks, responsibilities, expectations and obligations set forth in the RFP and Attachments A, C and D represent the duties of the Contractor under the resulting Contract. Some, but not all, of the duties of the

Contractor listed in multiple attachments. Attachments C and D are Matrices which provide a structured way for Respondents to propose certain mandatory and non-mandatory requirements. Respondents will populate these Matrices as part of their Technical Proposal Submittal. Some requirements in the RFP and Attachment A do not appear in a Matrix and are not numbered, but **a duty or responsibility need not be specifically listed and numbered in a Matrix to be enforceable**. The numbered requirements are provided for ease of reference and do not enhance, or detract, from the enforceability of any duty or clause in the RFP and Attachment A regardless of its placement in a matrix.

2.2 BUSINESS DRIVERS AND STRATEGIC IMPERATIVES

2.2.1 Principles and Guidelines

To ensure success for the CCWIS system, the following architectural imperatives, principles and guidelines are put forth by DHS leadership:

- **Modular:** A modular design decreases operational costs and decreases the effort for Future System changes
- **Modern:** The Future System should have a modern look and feel and an improved user experience
- **Adherence to Federal Requirements:** The Future System **must** adhere to all Federal, CCWIS Requirements
- **Focus on User Needs:** Future System users will need to be able to use the future system via multiple channels and task-appropriate devices aligned with the DHS' model of practice
- **Enterprise Approach:** Integrate all systems support into an integrated solution reflecting the user's experience in using the system to support their work efforts
- **Integrated Access and Consistent Interface:** The Future System's user interface needs to provide users with an integrated access to all modules, data, and services relevant to the user group. Each user should be provided a consistent, customizable, and easy to use interface
- **Ease of Use:** The Future System will provide user-defined criteria for ease of learning, use, and support for State staff
- **Agile:** The Future System should be able to readily adapt to changing business needs quickly and with minimal technical resources
- **Scalable and Extensible:** The Future System needs to be scalable to accommodate additional users and extensible in expanding capabilities to meet future business needs and Federal and State mandates
- **Secure and Manageable:** The target architecture for the Future System needs to be protected against the common Internet threats and will be manageable within the existing operational and financial constraints
- **Location Independence:** Future System access should not be restricted based on the location of the user. Authorized users should have access based on their roles irrespective of their geographical location, including access on mobile devices
- **Data availability:** The most up-to-date version of data needs to be made available to Future System users at all times.
- **Data quality:** The Future System promotes the completeness, accuracy, consistency, and timeliness of CCWIS data, including approaches to actively monitor and manage data quality.
- **Electronic data collection:** The Future System employs an electronic data exchange standard to improve efficiency, reduce duplicate data collection, and promote a common understanding of data elements.

2.2.2 Other DHS Systems and Projects and Their Relation to CCWIS

DHS has a number of system and IT related projects ongoing. Many of these projects will interface with or impact the Future System. How they may interface or impact the Future System is discussed in greater detail throughout Attachment A. The new systems that potentially have the greatest impact on the project due to their extended implementation timelines are:

2.2.2.1 Arkansas Integrated Eligibility System (ARIES)

The ARIES project is implementing an Integrated Eligibility and Benefit Management (IE-BM) Solution for DHS. The State's goal is to employ a solution to allow citizens to submit an integrated application for citizens for multiple State benefit programs. The project has the following objectives:

- Migrate to a Person/Family-Centric Model of Practice, supported by a single, streamlined application and a single source of truth for all DHS benefits
- Leverage technology to improve consumer satisfaction, and deliver robust Self-Service and access to benefits
- Increase access to data and information for clients and staff
- Decrease technology risk and/or costs
- Improve operational efficiency and effectiveness
- Establish an Integrated Platform of reusable components that will decrease Total Cost of Ownership (TCO) and support future needs

The ARIES project will be implemented in two releases. Release 1 is scheduled to go live in October 2020 and Release 2 in October 2021. See *also* Section 1.8 of Attachment A.

2.2.2.2 Master Client Index

The design and implementation of a Master Client Index (MCI) – also referred to as the Master Person Index (MPI) - is included as part of the scope of the ARIES project. The MCI will be designed and implemented as an independent module and be accessible through the Enterprise Service Bus by other systems. The MCI will act as a single source of truth for all master Client information and be able to provide updates to any of the master data elements to the CCWIS system. See *also* Section 1.3.1 of Attachment A.

2.2.2.3 Master Provider Index

A Master Provider Index will be the single source of truth for all provider and supplier information. The state plans to implement a Master Provider Index in the future, but timing has not been determined. The current vision is to extend the Master Person Index to an eventual master provider and supplier index as well. This extension is out of scope for the ARIES project. See *also* Section 1.7.9 of Attachment A.

2.2.2.4 TR1 DHS Travel System

DHS has a stand-alone travel system to track and pay workers in all eight agencies for work-related travel expenses. DHS is planning to replace this system, however, timing and solution have not been determined.

2.2.2.5 KidCare

KidCare is a system used by DCCECE to track low income client and child data. The system uses the data to determine eligibility for low income childcare assistance. If eligible, authorizations for children to attend eligible childcare facilities are created that can be billed against by the childcare providers. KidCare is targeted for replacement; the replacement process is still in the early stages. See *also* Section 1.7.7 of Attachment A.

2.2.2.6 Rocket Matter

Rocket Matter, a computer system scheduled to be implemented by the Office of Chief Counsel, will track docket information including but not limited to hearing calendars, copies of court filings and orders. Full deployment of Rocket Matter is scheduled in early 2020. See *also* Section 1.10.2 of Attachment A.

2.2.2.7 Juvenile Justice Information System (JJIS)

The JJIS system is case management software that provides management of care for juveniles in a facility including storing case and client data and tracking documents, incidents, restraints, seclusions, and treatment plans. The Division of Youth Services (DYS) has determined that the current juvenile justice system, which was implemented on October 1st, 2004, has been heavily modified, is cumbersome to use, and does not support DHS operational requirements. A project has been initiated as part of a larger reorganization effort to replace their legacy system with a new system that more effectively supports their operational needs. The system has a tentative implementation date of June 30, 2020.

2.2.3 Leveraging State Technology

In addition to developing and implementing the systems surveyed in Section 2.2.2, the State is continuously improving its Enterprise Architecture strategy. These efforts may drive the State towards the adoption of standard software or tools which the State would want deployed throughout its systems. The Contractor **shall** work with the State to evaluate and, if appropriate, utilize State-standard tools and systems as part of the Future System.

2.2.4 Family First Prevention Services Act (FFPSA)

The Family First Prevention Services Act, which was signed into law on February 9, 2018, places a new emphasis on placing children who are eligible for foster care in family foster homes. The State will fully implement FFPSA by October 1, 2019.

2.2.5 Minimum Qualifications

In order to be considered as a viable vendor to the State for this project, the Contractor or its Subcontractors or employees (unless otherwise indicated below) **must** meet all of the below Minimum Qualifications.

2.2.5.1 Financial Stability

The Contractor **shall be** financially stable. As proof of meeting this requirement, the Respondent shall provide documentation, including a Dunn and Bradstreet report, Auditor's Report, and/or financial statements.

2.2.5.2 Experience in Health and Human Services or Analogous Commercial Work

The Contractor (or Subcontractor) **shall** have experience implementing a health and human services or analogous commercial system with five hundred (500) or more users. This experience could be a child welfare system, a system serving a health and human services client, or a system serving an analogous commercial client. This client could be a State, county, tribe, agency which claims Title IV-E funds, or analogous commercial client.

2.2.5.3 Experience in System Transition

The Contractor (or Subcontractor) **shall** have experience implementing a system which replaces a legacy system. This experience **shall** include the conversion of data from the legacy system to the system implemented by the Contractor (or Subcontractor).

2.2.5.4 Proposed System (or Component Thereof) in Use in Health and Human Services or an Analogous Commercial Setting

The system proposed by the Contractor (or a component thereof) **must** be in use in a health and human services or an analogous commercial setting. To be clear, this is not a requirement that the entire proposed system be in use in a health and human services or analogous commercial setting, nor is it an expectation that the proposed system (or its components) already be certified as a CCWIS.

2.2.5.5 Experience Producing Federal Reports

The Contractor (or Subcontractor) **shall** have experience implementing or maintaining a system which produces reports whose specifications are set by the Federal government.

2.2.5.6 Experience with Mobility

The Contractor (or Subcontractor) **shall** have experience implementing or maintaining a system which is accessible and usable (in whole or in part) on mobile devices.

2.2.5.7 Experience with Privacy

The Contractor (or Subcontractor) **shall** have experience complying with privacy and data security requirements analogous to this project (See Section 2.10), including but not limited to experience with HIPAA.

2.3 PROJECT GOVERNANCE AND MANAGEMENT

2.3.1 Project Steering Committee(s)

To manage the Contract and the engagement resulting from this RFP, the State will establish one or more Steering Committee(s). The Steering Committee(s) will be responsible for:

- Providing strategic oversight, guidance and direction
- Reviewing and approving any changes to the Contract (including changes to the scope)
- Reviewing and resolving issues and risks not resolved at lower levels and providing advice and insight into project management issues
- Approving any changes to project scope, schedule or budget and/or cancelling the project
- Reviewing proposed solution designs/architecture against DHS' architecture standards and DCFS business needs to ensure compliance and reuse of technology wherever possible

The Steering Committee(s) will be comprised of senior management personnel from the State, the State's Project Management Office (PMO) (see Section 2.3.3), and representation from the Contractor, facilitated by a chairperson appointed by State executive leadership. The committee(s) will convene regularly to provide direction or support required to the project and to support the State Project management team.

With regards to governance, the State Project Manager (a State resource, not to be confused with the "Project Manager," a Contractor resource defined in Section 2.7.2 Key Personnel), supported by the PMO, will lead the day-to-day activities required to manage the relationship. This includes:

- Reviewing Status Reports
- Oversees the Deliverables Approval Process
- Administering Performance Measures against SLAs and penalties (if required)
- Tracking progress of the Project
- Escalating any projected scope, schedule or budget which is significantly different than the scope, schedule or budget approved by the Steering Committee
- Approving any invoices

As needed, the State Project management team will be supported by other resources, including a PMO, Contract Management/Procurement and Finance.

2.3.2 Oversight Support

The complexity and challenges of developing and implementing the Future System justifies the services of a third-party Independent Verification and Validation (IV&V) oversight vendor. The State anticipates engaging an IV&V Vendor at the start of this project, the Contractor **shall** cooperate with an IV&V Vendor when one is engaged.

2.3.3 Project Management Office

The State has established a PMO which provides project management services to all of the projects within DHS. The PMO will assign project management staff to the project to coordinate with the Contractor's project management team, collaborate on developing and managing the project and drive State-specific tasks and activities. Additionally, the PMO has developed enterprise wide project management processes, standards, and templates. The DHS Project Management team will ensure the project's processes and reporting align and integrate with the DHS processes and are executed in alignment with the PMO's expectations. The Contractor **shall** coordinate with the PMO to ensure all standards are followed and/or exceptions are approved.

2.3.3.1 Organizational Change Management and Stakeholder Communication Plan

The Contractor is responsible for the project's Organizational Change Management (OCM) efforts, subject to the review, approval and routine and involvement of the State and the PMO. The Contractor **must** collaborate with and provide staff to support the OCM work.

Within ninety (90) calendar days of approval of the Overall SDLC Approach (see Section 2.4), the Contractor will submit the Organizational Change Management and Stakeholder Management Plan. To produce the Organizational Change Management and Stakeholder Management Plan, Contractor will perform an analysis of the stakeholders (Stakeholder Needs Assessment) to identify the organization's OCM, training and knowledge transfer needs. The understanding gained from performing this assessment will provide the information required to produce the Organizational Change Management and Stakeholder Communication Management. The plan will outline all OCM activities that will be performed throughout the project by the State, PMO and Contractor. The plan shall be subject to State review and approval. This plan will include, at a minimum:

- The OCM methodology that the Contractor and PMO will employ
- A current state assessment, identifying strengths and challenges of key stakeholder groups
- A definition of all communications outside of the project team
- Surveys and other mechanisms to capture the level of change acceptance with each stakeholder group
- Milestones when the OCM approach effectiveness will be re-assessed and modified

2.3.4 Deliverables Based Approach

The State will use a deliverables-based approach to determine progress and completion. The State and the Contractor will establish specific expectations for deliverables using the Deliverables Expectation Document (DED) process described below. All deliverables will be reviewed and approved using a structured and controlled process defined by and managed by the DHS PMO. These processes, structures and tools will govern any work done on the project. The Contractor must agree to these processes, and any work done not in compliance with these is completely at risk by the Contractor.

The Deliverable Management Plan, which is a sub-plan of the Integrated Project Management Plan (IPMP), developed by the Contractor and approved by the State, must further detail processes, roles, and templates to be used in the DED and deliverable approval process. The Deliverable Management Plan will align with the guidelines set by the State.

2.3.4.1 Deliverables Expectation Document (DED)

The Contractor will develop DEDs, in an approved State form and format, and Contractor deliverables must adhere to the information within the DED. The Contractor will not perform any work on any deliverable until the DED has been approved in writing by the State. The Contractor will use a standard template for all DEDs that will include at least the following:

- The purpose and a description of the deliverable
- An outline/table of contents for the deliverable including a description of the required content
- Identify the reviewers and approvers of the deliverable
- Acceptance criteria
- Interim steps the Contractor will perform and work products the Contractor will provide in completing the deliverable so State feedback can be incorporated early in the process and reduce the risk of delays when the final deliverable is produced

As each deliverable is submitted, the Contractor will include a copy of the associated DED.

2.3.4.2 Controlled Correspondence

In order to track and document requests for decisions and/or information, and the subsequent response to those requests, the State and the Contractor will use Controlled Correspondence.

Each Controlled Correspondence document will be signed by the State Project Manager (or designee) and the Contractor Project Manager (or designee). No Controlled Correspondence document will be effective until the signatures of both are attached to the document.

The Controlled Correspondence process may be used to document mutually agreeable operational departures from the specifications and/or changes to the specifications. Controlled Correspondence may be used to document the cost impacts of proposed changes, but Controlled Correspondence will not be used to change pricing.

Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any changes that involve a re-allocation of Contract funds within the limits of the Contract will be by a Purchase Order Change Notice. Funds cannot be added to the Contract without an amendment.

Controlled Correspondence documents will be maintained by both parties in ongoing logs and will become part of the normal status reporting process.

2.3.4.3 Deliverable Acceptance

All Contactor deliverables are subject to review by the State prior to final approval, acceptance, and payment. Where appropriate, the Contactor will perform a walkthrough of a draft version of the deliverable with all appropriate State staff (including the State PMO) and solicit feedback prior to approval.

Acceptance of all Contactor deliverables will be completed via a Deliverables Acceptance Document (DAD) in a format approved by the State, and drafted for each deliverable by the Contactor.

Review time will depend on the complexity of the deliverables. The State will have no less than ten (10) working days to complete its initial review of the deliverable. The State will accept or reject the deliverables in writing using Controlled Correspondence and the DAD. In the event of the rejection of any deliverable, the Contactor will be notified in writing via Controlled Correspondence, giving the specific reason(s) for rejection. Unless agreed by the State due to complexity of the deliverable, the Contactor will have five (5) working days to correct the rejected deliverable and return it to the State via Controlled Correspondence. Failure by the State to complete activities within the timeframes noted does NOT constitute acceptance, approval or completion unless otherwise agreed upon by the State and the Contactor. The State's acceptance of a deliverable or the delay of a due date will be made in writing by an authorized State representative.

All payment requests (e.g., invoices) must include copies of the relevant DADs signed by the State stakeholder authorized to approve the deliverable. Deliverables and submitted/approved DADs must be tracked by the Contactor in a tracking tool approved by the State.

2.3.5 Project Change Management

This RFP captures the business narratives and requirements which, based on the State's current understanding, will deliver the business functionality required and optimize the benefits realized. However, the State expects the scope/requirements will need to be modified to deliver a system which better aligns with the State's needs. These potential changes can be uncovered by the project team during the detailed design or due to external forces such as legislative changes. This also includes changes to the baseline schedule. The State's goal is to establish an approach to ensure changes can be incorporated into the project however, the State's goal is to off-set any additional scope with the removal of low value scope (*i.e.* no net cost change due to Project Changes). The cost of new requests will be tracked against the cost of requirements that are removed to achieve a net of no cost over the life of the project. Note that no Federally required CCWIS requirements can be removed from the Scope.

When these changes are identified and the State agrees it is worth investigating, a formal change request must be submitted to the State, who will manage the Project Change Control process. This Project Change Request must include the justification for the change, a detailed analysis of the scope change (increase and decrease) and the impact of the change including, at a minimum, cost, schedule impact and anticipated hours required to implement the changes (with justification). The Contractor will lead the development of the change request with the State's collaboration. The State will work with the Contractor to manage it through the process to ensure the correct approvals are received.

Formal approval will be required prior to integrating the Project Change Request into the project. During the project initiation activities, the State will define the decision authority of different management/governance bodies (e.g. Project Manager, Steering Committee). The Proposer's Change Management Plan will define how the project's Change Management Process will integrate with DHS PMO's process including items such as the document template, process, roles and decision authority.

Once the Project Change Request is approved, the Contractor will update all deliverables (approved or in process) to reflect the changes.

Additionally, the State expects approved deliverables will need to be updated as additional information is identified. The State expects these deliverables to be maintained throughout the project and not be closed out until all documents have been verified as current and updated.

2.3.6 Project Library

The Contractor will establish an electronic project library (hosted on the State's document repository) that will be used by the entire project team for the entire duration of the Contract, including the Maintenance and Operations ("M&O") phase of the project (see Section 2.9) The Contractor is responsible for ensuring that all necessary State staff or State vendors (as determined by the State) receive access to the project library at no additional cost. All deliverables and

documents related to the Future System will be managed in this electronic library and be provided in a format accessible by the State’s standard suite of software and designated versions. Such State-standard software includes, but is not limited to, the Microsoft family of products (Word, PowerPoint, Excel, Access, SharePoint) and Adobe Acrobat. The State may require that the project library be housed on a State SharePoint site.

The project library will be the documentation repository and must serve as the primary access point for completed tangible results for each task. All deliverables and documents related to the Future System will be managed in this electronic library, including administrative information regarding budget, schedule, and project progress, as well as any other correspondence, reports, or project-related information. Documents will be accessible immediately. The Contractor will work with the State to ensure that the documentation repository is logically organized.

2.3.6.1 Release Notes

The Contractor will draft System Release Notes for any future modifications that may be made to the system over the life of the Contract for State use. The Release Notes will typically be an overview of the changes (high level non-technical description of change with screen shots as needed) to be used for informing user staff of changes. Drafts will be submitted to DCFS and ASP and will be distributed by the State to local users.

2.3.7 Deliverables Schedule

Throughout this RFP there are multiple references to deliverables the Contractor will furnish to the State and the timing of those deliverables. This schedule below seeks to summarize those deliverables in one place. Please note: the omission of a deliverable from this table does not affect that deliverable’s being due to the State at the associated time.

Deliverable	Approximate Due Date	RFP Section
Deliverables Expectation Documents	Before work is performed on any other deliverable listed in this table	2.3.4.1 Deliverables Expectation Document
Deliverable Acceptance Documents	With each deliverable submitted to the State	2.3.4.3 Deliverable Acceptance
Project Status Reports	Weekly over the life of the Contract	2.5.1.4 Project Status Reporting
Integrated Project Management Plan and required subplans: <ul style="list-style-type: none"> • Change Management Plan • Schedule Management Plan • Risk & Issue Management Plan • Performance Management Plan • Document Management Plan • Quality Management Plan • Requirements Management Plan • Resource Management Plan • Configuration Management Plan • Deliverable Management Plan • Subcontractor Management Plan • Closure Approach 	Within thirty (30) calendar days of Contract Start Date	2.5.1.2 Integrated Project Management Plan
Project Schedule	Within thirty (30) calendar days of Contract Start Date, updated every other week throughout the project	2.5.1.3 Project Schedule

Training Plan	One (1) year prior to the commencement of any training activities contemplated by the plan	2.8.1 Training Plan
Training Materials	Two months prior to commencement of training and updated as needed throughout the project & M&O	2.8.2 Training Curricula and Material Development
Requirements Traceability Matrix	Within thirty (30) calendar days of Contract Start Date	2.4 Overall SDLC Approach
Updated Requirements Traceability Matrix	At least thirty (30) days prior to completing the detailed functional design and as required throughout the project	2.5.2.1 Requirements Finalization, Validation, and Updates to Requirements Traceability Matrices
Design Document	Within thirty (30) calendar days of Contract Start Date	2.4 Overall SDLC Approach
Interfaces Plan	Within sixty (60) calendar days of approval of the System Architecture	2.4.4 Interfaces Plan
Data Quality Standards and Automated Data Quality Approach	Within thirty (30) calendar days of Contract Start Date	2.5.4 Data Quality, Data Conversion, and Data Migration
Data Conversion Plan	Within sixty (60) calendar days of Contract start date	2.5.4.1 Data Conversion Plan
Overall SDLC Approach	Within thirty (30) calendar days of Contract Start Date	2.4 Overall SDLC Approach
System Architecture	Within thirty (30) calendar days of approval of the Overall SDLC Approach	2.4.1 System Architecture
System Security Plan	Within thirty (30) calendar days of approval of the System Architecture	2.4.2 System Security Plan
Technology Environments Specification and Infrastructure Plan	Within thirty (30) calendar days of approval of the System Architecture	2.4.3 Technology Environments Specification and Infrastructure Plan
OCM Plan	Within ninety (90) calendar days of approval of the Overall SDLC Approach	2.8.3 Organizational Change Management (OCM), End User Training and Knowledge Transfer (KT) Tasks
Contractor Local Office opens	Within ninety (90) calendar days of Contract Start Date	2.7.5 Contractor Local Office
Stakeholder Management Plan	Within ninety (90) calendar days of approval of the Overall SDLC Approach	2.8.3 Organizational Change Management (OCM), End User Training and Knowledge Transfer (KT) Tasks
Project Communication Management Plan	Within ninety (90) calendar days of approval of the Overall SDLC Approach	2.8.3 Organizational Change Management (OCM), End User Training and Knowledge Transfer (KT) Tasks
Data Conversion Testing Report and Results	At least thirty (30) calendar days prior to beginning UAT	2.5.4.2 Data Conversion Testing Report and Results
Master Test Plan	Within Sixty (60) calendar days of Contract start date	2.5.5.1 Master Test Plan
System Integration Test Readiness Checklist	Thirty (30) calendar days prior to the start of System Integration Testing (SIT)	2.5.5.2 Completed System Integration Test Readiness Checklist
SIT Report and Results	Within ten (10) calendar days of completing System Integration Testing (SIT)	2.5.5.3 System Integration Testing (SIT) Report and Results

UAT Report and Results	Within ten (10) calendar days of completing UAT	2.5.5.5 UAT Report and Results
Business Contingency Plan	Ninety (90) calendar days prior to beginning of Go-Live	2.5.6 Implementation and Go-Live
Disaster Recovery Plan	Ninety (90) calendar days prior to beginning of Go-Live	2.6 System Hosting & 2.9.5 Role of the State During M&O
Operational Readiness Review (ORR)	Prior to Implementation, in accordance with agreed upon Implementation timeline	2.5.6 Implementation and Go-Live
Implementation Plan	Ninety (90) calendar days prior to beginning of Go-Live, unless a “big-bang” implementation is undertaken, in which case the plan will be due six (6) months prior to the beginning of Go-Live	2.5.6.1 Deployment Plan (if applicable)
Systems Operations, Support, and Transition Plan	Ninety (90) calendar days prior to beginning of a Pilot (if applicable) or other Go-Live tasks	2.5.6.2 Systems Operations, Support, and Transition Plan
Formal System Acceptance Criteria	30 days prior to release(s)	2.5.6.4 Formal System Acceptance
Draft Completed Release and Project Close-Out Checklist	Within thirty (30) calendar days of completion of Go-Live of the entire Future System	2.5.6.5 Completed Release and Project Close-Out Checklist
Final Completed Release and Project Close-Out Checklist	Within sixty (60) calendar days after Go-Live	2.5.6.5 Completed Release and Project Close-Out Checklist
Completed Release and Project Close-Out Checklist	Within sixty (60) calendar days after Go-Live	2.5.6.5 Completed Release and Project Close-Out Checklist
Completion of All Warranty Activities Report	Once the Contractor successfully addresses the final unresolved defect/issue surfaced during warranty	2.5.7.1 Completion of All Warranty Activities Report
OCM Executive Briefings (in collaboration with the PMO)	Within ten (10) business days of the end of a quarter or key OCM milestones	2.8.3.1 OCM Executive Briefings
Project Change Requests	When necessary scope/requirements changes are identified over the life of the Contract	2.3.5 Project Change Management
System Release Notes	When any future modifications that may be made to the system over the life of the Contract for State use	2.3.6.1 Release Notes
OCM Executive Briefings (in collaboration with the PMO)	Within ten (10) business days of the end of a quarter or key OCM milestones	2.8.3.1 OCM Executive Briefings
Overview of Available Software Upgrades	At least once per year, over the life of the Contract	2.9.3 Software Upgrades
Updated Staffing Plans	At least once per year, over the life of the Contract	2.7.1 Staffing Plan
Overview of Available Software Upgrades	At least once per year, over the life of the Contract	2.9.3 Software Upgrades
Train-the-Trainer Content	To be determined by the State at a later date	2.8.2 Training Curricula and Material Development
Disengagement Plan	To be determined by the State at a later date	2.11 Transition to a Subsequent Vendor

2.4 OVERALL SDLC APPROACH

Within thirty (30) calendar days of Contract Start Date, the Contractor will submit the Overall SDLC Approach which will build upon its proposal and what is memorialized in the Contract with the State. The purpose of the Overall SDLC Approach is to demonstrate that the Contractor has a strong understanding of the State's requirements as well as a well-defined vision for how the Future System will be developed. The State shall have the right to review, approve or request reasonable changes to the Overall SDLC Approach prior to its finalization.

The Overall SDLC Approach provides a comprehensive SDLC approach elaborating on how the Contractor intends to implement the various phases of the project lifecycle and how it aligns with the State's framework. This includes an overview of the different SDLC phases and how this project will approach the different phases. To develop this, the Contractor will:

- Gain a deep understanding of the business processes and the functionality that the Future System will provide
- Establish the guiding principles for the project (e.g., minimize custom development)
- Assess the end-user needs and DHS culture and finalize the methodology and tools that will be used to analyze and validate requirements (including interviews, workflow analysis, JAD sessions, mock-ups, Usability Studies, etc.)
- Develop a Requirements Management Plan (sub-plan to the IPMP) that establishes a process for creating, tracking, updating, and managing changes to the requirements traceability matrix (RTM) throughout the lifecycle of the project (including mapping requirements to design documents and test cases) to ensure all requirements have been developed and are met
- Establish the Configuration Management Plan (sub-plan to the IPMP) mechanisms for managing the configurations and custom code through development
- Work with the State to define how technical decisions will be made to ensure the Future System aligns with State standards
- Establish the approach to developing technical standards and confirming conformance to the standards
- Work with the State to define how State staff will work with the Contractor's team for the duration of the project
- Identify major technical challenges the Contractor must overcome to implement the Future System
- Define the tools to be used to manage the DDI process (e.g. requirements repository, document repository)
- Capture the approach the Contractor will follow to build the Future System including:
 - SDLC methodology
 - Requirements validation and requirements traceability
 - Release strategy
 - System design
 - System build
 - Testing
 - Piloting the system (if applicable)
 - System roll-out
 - Approach to interfacing and coordinating with the governance bodies
 - Plan for ensuring the system aligns with the established standards

2.4.1 System Architecture

Within thirty (30) calendar days of approval of the Overall SDLC Approach, the Contractor will submit the System Architecture. The System Architecture will describe the set of technologies that support the Future System, detail the software components, design patterns, technology infrastructure and the conceptual, logical and physical architectures for the Future System. This System Architecture will define and document:

- A conceptual architecture that will produce a design to fulfill stakeholders' functional expectations
- A logical architecture that defines the interfaces for each service, and include data field definitions and their validation rules
- A physical architecture that defines the various services of the Future System and how they will be implemented
- A list of COTS or cloud/SaaS software to be implemented (if applicable) and how they will be integrated to produce a seamless user experience
- A detailed list of all the proposed production environment platforms, including Hardware, OS, Networking, and all COTS or cloud/SaaS and third-party systems/tools/ utilities for each environment.
- How the architecture design features ensure that the Future System can scale as needed for future requirements
- How the Future System will ensure performance based on expected data and user loading/traffic, during peak volume and key critical business periods
- How the Future System will meet current capacity requirements and ensure the ability to scale

- Availability and resilience controls such as redundancy, clustering, load balancing, failover capabilities, and fault tolerance
- Mapping of Technical Requirements to the solution and design
- Confirmation that the architecture conforms to established standards
- Data integration architecture to ensure duplicate records are not created

2.4.2 System Security Plan

Within thirty (30) calendar days of approval of the System Architecture, the Contractor will submit the System Security Plan. The System Security Plan will include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. The plan will provide the security architecture, processes and controls to meet State and Federal Requirements (including firewalls, zoning, encryptions, intrusion prevention, hardening, remote access, etc.). See Section 2.10 for a discussion of what is required from the System Security Plan.

2.4.3 Technology Environments Specification and Infrastructure Plan

Within thirty (30) calendar days of approval of the System Architecture, the Contractor will submit the Technology Environments Specification and Infrastructure Plan. The Technology Environments Specification and Infrastructure Plan will define the infrastructure the Contractor must provision to support the project including, at a minimum, hardware, operating system, networking, and all COTS or cloud/SaaS software. This will include specifications for each of the environments the project will require.

2.4.4 Interfaces Plan

Within sixty (60) calendar days of approval of the System Architecture, the Contractor will submit an Interfaces Plan. The Interfaces Plan will detail all of the anticipated interfaces between the Future System and other systems (including but not limited to the interfaces discussed in Section 1.11 of Attachment A), the plan for coordination with the interface partner, the context for these interfaces, including their purpose, definition, frequency of exchange, adherence to federal and state standards, anticipated date of development and any other salient information.

2.5 SYSTEM DESIGN, DEVELOPMENT, AND IMPLEMENTATION

This section captures the State's expectations regarding the stages and deliverables for the Future System Design, Development, and Implementation (DDI) process. This RFP is intended to offer Respondents the leeway to propose what they believe is the optimal path to implementing the proposed Future System. This Section 2.5 is intended to set the State's minimum expectations for DDI which a Respondent's proposal will incorporate.

2.5.1 PLANNING AND MANAGEMENT

The Contractor will perform the activities required to manage and lead the project and its team through the entire project lifecycle. During the beginning of the project, the Contractor will work with the State and the DHS PMO to establish the processes and tools required to manage and control the project. This includes facilitating a Kick-Off Presentation, preparing on-boarding materials for team members (State and Contractor), establishing the tools required to control the project (e.g. document repository), and producing an Integrated Project Management Plan (IPMP) and a Project Schedule. As part of the Project Management activities, the Contractor will provide a detailed overview of the proposed system to selected project and DCFS staff, sometimes referred to as a "boot camp," and training on any tools and best practices. The Contractor's Project Management team will collaborate with DHS' PMO to align their standards, templates and processes with the DHS PMO's or ensure the PMO agrees to any exceptions.

The Contractor will then need to, in collaboration with the State, execute the processes outlined in the IPMP and track and report project progress (e.g. activities completed, risks, issues, status) for the duration of the project.

2.5.1.1 Project Establishment Checklist

Within thirty (30) calendar days of Contract start date, the Contractor will submit a checklist confirming that the following key project establishment activities have been completed:

- Contractor has signed a lease for the facility contemplated by Section 2.7.5
- All Contractor DDI Key Staff provided State credentials and "Welcome Package"
- Connectivity to all required legacy and project systems for Contractor and State staff has been established
- Contractor staff directory, containing all contact information and project titles, has been provided to the State Project Manager

- The Project Kick-Off has occurred. The Kick-Off is a presentation to the entire project team and key stakeholders to familiarize them with the project and includes:
 - Project Overview
 - Project Schedule (high level)
 - Objectives and Definitions
 - Process (including change management, change control, and issue/risk management)
 - Roles and Responsibilities
 - Keys to Success
- The “boot camp” (referred to in Section 2.5.1) has occurred.

2.5.1.2 Integrated Project Management Plan

Within thirty (30) calendar days of Contract Start Date, the Contractor will submit an Integrated Project Management Plan that will capture all of the project management processes, roles and responsibilities and templates which will be executed throughout the project to effectively manage and control the project. The approach will be consistent with the PMI Project Management Methodologies stated in the PMBOK or equivalent and must align and integrate with the DHS’ PMO’s processes. This plan will encompass the entire project lifecycle from project initiation to handoff to M&O and will incorporate content for which DHS PMO is responsible. The IPMP will, at a minimum, consist of the following sub-plans:

- Change Management Plan: Outlines the processes required to ensure the Future System and the project meet all of the requirements outlined in the contract and how deviations will be tracked and managed. This Plan will also cover Scope Management (how changes to scope, schedule and budget are tracked, reviewed and approved).
- Schedule Management Plan: Captures how the Project Schedule will be maintained, monitored for variances, what types of corrective actions will be taken to address schedule variances during the life of the project and the process, roles, and responsibilities involved in making changes to the Project Schedule
- Risk and Issues Management Plan: The Contractor, with the support of State team members, will submit a baseline Risk Assessment in addition to the Risk and Issues Management Plan to the State Project Manager
- Performance Management Plan: The Contractor will create a performance management plan that will provide a comprehensive approach on how the Contractor intends to monitor, track and report on baseline metrics for each performance area (See *also* Attachment I - Performance Based Contracting)
- Document Management Plan: The Contractor will develop and maintain a Project Information Library (PIL) that will be overseen by the Project Management Team in a single repository (on site and owned by the State) used to store, organize, track, control and disseminate all information and items produced by, and delivered to, the project. The Document Management Plan will include a description of the PIL file structure with defined access and permissions.
- Quality Management Plan: Defines the project approach and processes that will be instituted to ensure the satisfactory development and implementation of all business requirements and deliverables
- Requirements Management Plan: Describes the process and roles and responsibilities for documenting, baselining, validation, review, management, tracking, testing, and control of the project’s technical and functional requirements from the initial baseline set of requirements through project implementation
- Resource Management Plan: Captures the projected resources required and the processes for identifying, qualifying and onboarding new team members, and removing a team member. See *also* Section 2.7.1 for expectations regarding the Resource Management Plan.
- Configuration Management Plan: Establishes the technical and administrative direction and surveillance for the management of configuration items (i.e., software, hardware, and documentation) associated with the project.
- Deliverable Management Plan: Captures the processes, template, and roles and responsibilities for accepting deliverables (content provided by the State)
- Subcontractor Management Plan: Details how the Contractor will manage its subcontractors, other suppliers, and other partners (e.g., software vendors or cloud service providers)
- Closure Approach: Captures the activities the Contractor will perform to formally close a release and the entire Project

2.5.1.3 Project Schedule

Within thirty (30) calendar days of Contract Start Date, the Contractor will submit the Project Schedule. The Contractor will update the Project Schedule at least weekly and/or upon request by the State. The Project Schedule will include a Work Breakdown Structure and be in Gantt chart format and submitted in Microsoft Project. The Project Schedule will breakdown the project into discrete increments documenting the estimated effort and will include major milestones, dependencies, task durations, responsibility assignments, checkpoints, go/no-go decision points and other characteristics of a project schedule.

2.5.1.4 Project Status Reporting

The Contractor will provide Project Status Reports weekly. The Project Status Report must capture, at a minimum, the status of the project including:

- Graphical statuses of scope, schedule, and budget (red, yellow, or green and a definition of each color level)
- Accomplishment of the last reporting period and objectives for the next reporting period
- Client responsibilities for the next reporting period
- Actual/projected Project Schedule dates versus baseline Project Schedule milestone dates
- Projected completion dates compared to approved baseline key dates
- Recovery plan for all work activities not tracking to the approved schedule
- Escalated risks, issues (including schedule and budget), and action items
- Key dependencies with other State efforts and activities
- Disposition of logged issues and risks
- Organizational Change Management (OCM) status and activities
- Important decisions made and/or upcoming decisions
- Any staffing changes
- Pending scope change requests
- One-page graphical summary of the Project Work Plan status of all major tasks and subtasks in the Project Plan
- Status of specific activities, depending upon the stage of the project. For example, during design, report detailed status for design development, submission, and approval by functional area or other criteria, level to be agreed upon with the State
- These status reports must be an integrated view of the project (*i.e.* State Project Managers have input into the content)

2.5.1.5 CCWIS Compliance

DCFS is committed to compliance with ACF's CCWIS regulations. Achieving compliance is key to our success. The Contractor will work closely with the State and the PMO Contractor to ensure all CCWIS requirements have been met and tested. To this end, the Contractor will submit a CCWIS Compliance Plan within thirty (30) calendar days after Contract start date. The CCWIS Compliance Plan will include the Contractor's approach to ensuring CCWIS compliance, describe the compliance requirements traceability and tracking process including the testing approach, and outline the process for monitoring and reporting on compliance progress.

The Contractor shall be able to adapt to changes to the CCWIS regulations throughout the duration of the project. This plan will require special focus on data quality and interfaces, as well as other areas of CCWIS compliance

2.5.2 REQUIREMENTS FINALIZATION AND VALIDATION

In order to ensure that the Contractor fully understands the Future System requirements, the Contractor will lead and facilitate the process for finalizing, reviewing, and validating the detailed Functional and Non-Functional Requirements documentation. The Contractor will update these documents with any agreed upon changes.

2.5.2.1 Requirements Finalization, Validation, and Updates to Requirements Traceability Matrices

At least thirty (30) days prior to completing the detailed functional design, the Contractor will confirm the design will capture the entire functional scope required. The Contractor will finalize, validate, and update the Requirements Traceability Matrix (to capture any agreed upon changes) and the Requirements (based on any agreed upon changes) to clarify the scope and map these updates to technical components, test cases, or equivalent.

2.5.3 DESIGN AND DEVELOPMENT

This RFP does not prescribe a particular design and development methodology for Respondents. The Contractor **shall** follow industry best practices as mutually agreed upon by the State and Contractor following a review of proposals and negotiation of the Contract.

2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION

The Contractor will be responsible for leading and performing the data conversion and migration activities. The State anticipates that conversion and migration activities should begin contemporaneously with the project. The State expects that all data in CHRIS (and its associated data in the other systems) be converted and migrated to the Future System. The State will require the vendor to provide auditing reports to validate that all data has been mapped and converted accurately and completely.

Data conversion will need to occur from multiple legacy systems, including CHRIS, multiple .net applications, and Child Welfare documents in Edoctus, the current DCFS document management system. Data conversion and migration activities include working with the state to determine the data to be converted, building a data conversion schedule, tracking each data element being converted, validating that all records/images converted equals number of records/images written to the new database, testing the converted data in the shell of the future system, reporting progress and ensuring adequate staff is assigned to the effort.

The Contractor will implement and develop any tools required to convert the data into a format to be imported into the Future System, cleansing and de-duplicating the data as it is integrated into the solution. Additionally, all images currently stored in the legacy systems need to be migrated to the Future System. The Contractor will perform a trial conversion(s) prior to performing UAT, perform system testing with converted data, will collaborate with the State to resolve any data issues identified, and will provide tools and reports for the State to validate the data.

During and after data conversion, the Contractor will be responsible for supporting data quality within the Future System by participating in activities defined in the Draft DCFS Data Quality Plan (see Exhibit 26 in the Bidders' Library) and through the incorporation of automated data quality tools and logic rules that help promote data quality and prevent the input of invalid information. Within thirty (30) calendar days of Contract Start Date, the Contractor will submit a Data Quality Standards and Automated Data Quality Approach document that will describe the data quality standards that the Contractor proposes and outline the tools and processes that the Contractor will employ to ensure CCWIS data quality.

2.5.4.1 Data Conversion and Data Quality Plan

Within sixty (60) calendar after the start of the Contract, the Contractor will submit the Data Conversion and Data Quality Plan. This plan will be updated, by the Contractor, as needed thereafter. The Contractor will be responsible for understanding the data requirements during detailed design and gaining an understanding of the data available in legacy systems that may need to be converted. The Contractor will understand how much historical data needs to be converted based on program policy and by case status.

The Contractor will lead data conversion activities including building a data conversion schedule, tracking each data element being converted, validating that all records/images converted equals number of records/images written to the new database, reporting progress and ensuring adequate staff is assigned to the effort.

The Contractor will collaborate with the State to define a specification for the data to be extracted from the legacy systems. The Contractor will implement and develop any tools required to convert the data into a format to be imported into the Future System, cleansing and de-duplicating the data as it is integrated into the Future System. The Contractor will perform a trial conversion(s) prior to performing UAT, will collaborate with the State to resolve any data issues identified, and will provide tools for the State to validate the data.

The purpose of the Data Conversion Plan is to define the approach and plan for converting data from legacy systems into the Future System, managing data to ensure that converted data is provided for testing, performing ongoing data quality testing, and ensuring that confidential data is managed effectively. This includes, at a minimum:

- Identifying the data elements that need to be converted and the source systems
- Determining the amount of historical data that will need to be converted
- Mapping the relationships between the legacy data that needs to be converted and the data model for the Future System
- Identifying the approach to conversion (e.g. automated)
- Defining the approach to validating the converted data against legacy data and addressing any data discrepancies
- Specifying the approach to managing confidential data
- Describing interim deliverables
- Defining Roles and Responsibilities
- Identifying tools used to perform the transformation
- Outlining Tools/approach to track status/progress
- If required due to the release strategy, the approach and details regarding integrating with legacy systems and data synchronization
- Testing of converted data, including SIT testing within the future system prior to UAT
- Defining the approach for ongoing automated data quality testing

2.5.4.2 Data Conversion Testing Report and Results

At least thirty (30) calendar days prior to beginning UAT, the Contractor will deliver the Data Conversion Testing Report and Results. This report will verify that the converted data has been tested and is ready for production prior to performing UAT. This will include confirmation that all data that needs to be converted for the release to go-live has been reconciled to the legacy system and verified by the State. UAT will not commence until the State has approved the Data Conversion Testing Report and Results.

2.5.5 TESTING

The Contractor will be the lead and be responsible for the Future System testing effort. DCFS is interested in reviewing Respondents' proposals regarding potential automation methods and tools, an automated testing policy, and how the Contractor plans to utilize automation where appropriate during and after system implementation. The Contractor will define a testing methodology that utilizes automation and includes multiple testing cycles to ensure the entire Future System is functioning without issues.

The Contractor's methodology **must** meet Federal funding partner requirements (e.g., ACF) and be aligned with industry standard methodologies such as Software Engineering Institute, the Capability Maturity Model, International Standards Organization, ISO9000 or the Institute of Electrical and Electronics Engineers (IEEE) or IEEE 829 Standard for Software and System Test Documentation and related standards.

The Contractor, in collaboration with the State, will be responsible for performing and reporting on status of all testing required to fully test the Future System including:

- Unit Testing — Ensure each "unit" performs as outlined in the technical design
- String/Link Testing — Ensure multiple "units" work in conjunction with each other without issue
- Integration Testing — Ensure the Future System supports end-to-end business processes
- Policy Parallel Testing – Ensure the Future System aligns with policy
- Performance/Stress Testing — Ensure the Future System will meet the State's performance needs

Once the Future System has been fully tested and the Contractor is confident the Future System is ready for production, the Contractor will coordinate with the State, to perform final testing in an integrated environment. System testing will not overlap with final testing. Final testing will include:

- User Acceptance Testing (UAT) — Developed, performed and lead by the State end-users (the State and its PMO will develop test scripts leveraging the test scripts provided by the Contractor) with support from the Contractor. UAT should be about ensuring the System users have received a system that facilitates their business needs.
- Regression Testing — Performed by the Contractor, with the support of State testers, to ensure functionality currently in production continues to function. The Contractor will coordinate with the State.

2.5.5.1 Master Test Plan

Within Sixty (60) calendar days after Contract start date, the Contractor will submit the Master Test Plan. This plan will include, at a minimum:

- Approach to testing according to the proposed SDLC
- Types of testing to be performed, to include at a minimum
- Test data and database
- Testing environments
- Testing tools
- Test case development
- Documentation of test results, including an evaluation should include a summary of any outstanding issues/defects with the system and any other pertinent readiness issues
- A contingency plan component which identifies alternative strategies that may be used if specific risk events occur, such as a failure of test results to support a decision to proceed to the next phase of the project
- The testing schedule and how the testing schedule will be managed
- Specifics regarding the processes leveraged to track testing progress and defect resolution including items such as the definition of different test script status and, defect status
- The organization of the test team and associated responsibilities (definition of roles and named resources who will perform each role)
- Entrance and exit criteria for all types of testing
- Criteria for passing scripts (the decision criteria should be specific and measurable.)

- Testing progress status reporting and interim testing milestones and associated reports
- Definition of the Platform Readiness Test (this test must be passed prior to promotion to the pre-production environment)
- Entrance and exit criteria for each testing cycle (the decision criteria shall be specific and measurable.)
- Testing approach to performance and stress testing
- Approach to regression testing
- A UAT Test Plan
- A description of the UAT Readiness Checklist

2.5.5.2 Completed System Integration Test Readiness Checklist

Thirty (30) calendar days prior to the start of System Integration Testing (SIT), the Contractor will complete the System Integration Test Readiness Checklist. This will mark confirmation by the Contractor that all of the key System Test activities and artifacts are ready. The checklist will be established as part of the Master Test Plan and serve as documentation that, at a minimum:

- Test scripts and scenarios have been prepared
- The test data set has been defined and created
- Test scenarios have been mapped to functional and technical requirements
- Test environment has been configured
- Defect management tool and process has been established
- Progress tracking has been established (scripts pass, fail, pending *etc.*)

2.5.5.3 System Integration Testing (SIT) Report and Results

Within ten (10) calendar days of completing System Integration Testing (SIT), the Contractor will deliver the SIT Report and Results. This will ensure the entire Future System has been tested, and all rounds of testing are successful, prior to promoting the Future System to UAT. The Contractor will provide a formal Testing Report that should be aligned to Federal testing approval guidelines (ACF *etc.*). The Testing Report will include, at a minimum:

- Completed Test Scenarios, Test Cases and Test Scripts
- Testing Milestone Reports and other status reports
- Test Phase Final Results Report and Corrective Action(s) Plan
- Platform readiness test outcome report
- Requirements having passed SIT (*e.g.* all requirements are mapped to test cases and all test cases have passed)

2.5.5.4 Commencement of UAT and Completed UAT Readiness Checklist

It is important for the Contractor to note that the definition of UAT for this project is as follows: "User acceptance testing (UAT) consists of a process of verifying that a solution works for the user. It is not system testing (ensuring software does not crash and meets documented requirements), but rather ensures that the solution will work for the user (*i.e.*, tests that the user accepts the solution); software vendors often refer to this as "Beta testing."² UAT is not a second level of SIT; in other words, to proceed to UAT, SIT and data conversion testing have been fully and thoroughly executed and issues identified have been corrected, or if not corrected, the Contractor must certify and DCFS must agree that the identified issues do not impact DCFS's ability to perform UAT. If these criteria are not satisfied and DCFS is hampered in their ability to perform UAT due to system issues, UAT will be halted and the Contractor will be required to return to testing until system stability has been achieved.

The Contractor will create a UAT Readiness Checklist in accordance with the agreed upon project schedule. This shall ensure the entire Future System has passed SIT and data conversion testing and all activities and artifacts necessary to begin UAT have been completed. The checklist will be established as part of the Master Test Plan and serve as documentation of the Contractor's obligations regarding the following:

- The test data set has been defined and created
- Test scenarios have been mapped to functional and technical requirements
- UAT State participants have been fully trained in the functionality for their role
- System testing has been successfully completed and issues corrected
- Error tracking and reporting tools and methodology have been established and State users have been trained
- A testing tool/test harness/automated test framework has been implemented which will support automated regression testing

² "Acceptance Testing" from Wikipedia, www.wikipedia.org. Retrieved June 6, 2019.

- The development of automated test scripts

2.5.5.5 UAT Report and Results

The Contractor will support the UAT Lead's delivery the UAT Report and Results within ten (10) calendar days of the completion of UAT. This will ensure the entire Future System has been tested, and all rounds of testing are successful, prior to promoting the system to Pilot and Rollout. The Contractor will provide a formal Testing Report that should be aligned to Federal testing approval guidelines (ACF etc.). State approval will be contingent on Federal approval. The Testing Report will include, at a minimum:

- Completed Test Scenarios, Test Cases and Test Scripts
- Testing Milestone Reports and other status reports
- Test Phase Final Results Report and Corrective Action(s) Plan
- Platform readiness test outcome report
- Regression testing has passed
- Performance/stress testing has been completed and passed

Each of the above must meet or exceed the passing threshold and must be approved by the State and/or all applicable Federal partners.

2.5.6 IMPLEMENTATION AND GO-LIVE

The Contractor will lead the efforts to migrate the Future System into the production environment through migration to a stable M&O phase. This Section 2.5.6 and its subsections are intended to set forth the project document and artifacts the State believes are helpful in the implementation of the Future System. However, the State is also amenable to receiving proposals that propose different documents and artifacts if warranted, so long as the proposed departures still grant the equivalent insight, oversight and approval rights of the sections below.

The Respondent may propose an implementation of the Future System that involves a phased approach, a pilot, or a single "big-bang" implementation in its proposal. The Respondent's proposed implementation strategy should be informed by Respondent's experience implementing similar systems for similarly sized programs. The proposed strategy should take into consideration that DCFS's services cannot be interrupted for the implementation (*i.e.* users of the Future System must be trained in a manner that allows them to simultaneously meet their primary job responsibilities, CHRIS cannot be taken offline for an extended period prior to the Future System being fully operational, and DCFS's ability to perform the tracking and accounting necessary to fully leverage federal funds must not be jeopardized).

To support this approach, the Contractor will prepare and submit a Business Contingency Plan 90 days prior to the beginning of Go-Live. The Business Contingency Plan describes the steps necessary to keep business going when unexpected problems occur that interrupts DCFS services during implementation. The Plan will describe critical success factors and explain how problems will be addressed if circumstances occur whereby one or more critical success factors cannot be achieved. The Plan will address any cut-over risks, rollback/back-out, and recovery plans.

Contractor will prepare an Operational Readiness Review ("ORR") checklist for State approval (and ultimately the State's use) in accordance with the timing set forth in Contractor's Implementation Plan. The Contractor **must** comply with the results of the ORR.

After the Future System is migrated to production (from the point of release which has been validated and approved by the State to go into production), the key staff from the Contractor's project team will address the issues that arise during the initial weeks as part of its implementation duties (*i.e.* prior to the commencement of an M&O phase). The Contractor will provide the resources required to migrate users onto the Future System. In addition to the training (see Section 2.8) this could include deploying additional software/hardware or staff resources to field offices, enabling users in the Future System, or migrating data from legacy systems/shutting off use of the legacy systems.

The Contractor will provide project resources (cut-over support team) to support the Future System immediately after it is deployed into production. During this period, the Contractor will provide interim support processes (*e.g.*, a "war-room") until the State is comfortable that the number of issues/user issues has diminished to a level that can be managed by the more controlled and structured M&O processes. Once the Future System is stabilized (approved by the State based on the number of open issues) the Contractor will migrate support to the M&O team.

2.5.6.1 Implementation Plan

Contractor will develop an Implementation Plan at the stage of the project commensurate with its approach (*e.g.* if the Contractor pursues an agile implementation in phases, the Implementation Plan will be at the beginning of the project, if a "Big-bang" strategy is pursued, the Implementation Plan will be due six months prior to Implementation). The Implementation Plan will ensure the Contractor has a plan to smoothly migrate the Future System from testing to production. This plan, a draft of which will be subject to State review and approval, will include, at a minimum:

- Detailed, step-by-step plan to deploy the Future System into the production environment including key checkpoints
- Site planning requirements
- Implementation WBS or checklist with Roles and Responsibilities by activity
- Tested (during migration to the pre-production environment,) including regression testing prior to go-live, and scripts for migrating the Future System to production

The Implementation Plan will contain a Roll-Out Plan. The Roll-Out Plan will ensure the Contractor has a plan to smoothly migrate users onto the Future System. A plan will include, at a minimum:

- Plan for rolling out the Future System to the organization
- Plan for the Future System pilot to establish objectives, metrics, success criteria and other key planning information
- Schedule for deploying the Future System, training of end-users, and activating of users
- Go/no-go decision points
- Contingency plans

2.5.6.2 Systems Operations, Support, and Transition Plan

Ninety (90) calendar days prior to beginning of a Pilot (if applicable) or other Go-Live tasks, the Contractor will submit the Systems Operations, Support, and Transition Plan. The Systems Operations, Support and Transition Plan will ensure the Contractor has a plan to smoothly migrate the Future System to M&O (from the point of release which has been validated and approved by the State to go into production). The plan will detail how the Contractor will leverage the M&O processes to manage the issues/defects and fixes and will report progress as part of the M&O reports.

2.5.6.3 Formal System Acceptance

For any release ranging from a “big bang” of the entire Future System to “go-live” to the implementation of a particular module or pilot, the Contractor and State will mutually agree upon the means by which the State shall accept the release 30 days prior to the release in a Formal System Acceptance Criteria. In the event of an incremental release (*i.e.* by modules or post-pilot) the Formal System Acceptance Criteria will be updated with each State acceptance.

Once the entire Future System (*i.e.* the Future System in a “big bang” implementation, or the final module in a staggered implementation) has been migrated to production and rolled out to the entire organization, the Future System will be stabilized to allow support to be migrated from the cut-over support team to the M&O team. This will be considered complete once the State confirms the Future System will allow users to perform the end-to-end business processes without issues, improve efficiency/usability, and on the contingency that all applicable Federal partners have approved the results.

2.5.6.4 Project Close-Out Checklist

Within thirty (30) calendar days of completion of Go-Live of the entire Future System, the Contractor will submit a draft Completed Release and Project Close-Out Checklist for approval. Within sixty (60) calendar days after Go-Live, the Contractor will submit the completed checklist indicating that all activities have been approved/accepted. The purpose of this checklist is to ensure all project activities and the migration to M&O are complete and that all known functionalities have been implemented and the appropriate legacy application(s) have been retired. This checklist will include, at a minimum:

- Proof that all deliverables are up-to-date and approved, including compliance determinations from ACF
- Control of all system and training documentation has been transferred to the M&O team
- Lessons learned are fully documented
- Tactical activities are complete (*e.g.*, returning project team members’ badges and removing systems access, if applicable)
- Ensuring hand-off of source code and State ownership of all source code and configurations
- All system issues identified during implementation have been remediated or addressed to DCFS satisfaction
- All regression test scripts have been completed and are ready to support future regression testing

2.5.7 STEADY STATE (WARRANTY PERIOD)

The Contractor **must** warranty the Future System for 12 months after all of the Future System functionality has been rolled out to all users, from the date of each release. During M&O period any defects identified will be addressed by the Contractor at no additional cost to the State. The Contractor may leverage the M&O processes to manage the issues/defects and fixes and will report progress as part of the M&O reports.

2.5.7.1 Completion of All Warranty Activities Report

Once the Contractor successfully addresses the final unresolved defect/issues surfaced during warranty, the Contractor will deliver the Completion of All Warranty Activities Report. This shall summarize all warranty fixes. This report, at a minimum, will include a summary of all defects fixed under warranty, the defect priority and the time between the defect being reported and a fix deployed into production.

2.6 SYSTEM HOSTING

The State is interested in receiving proposals from Respondents which, where possible, separately price State-hosted and Contractor-hosted options. The State is interested in seeing the following hosting options for the Future System, as applicable:

- 1) On-Premise (State hosted)
- 2) Private Cloud
- 3) Hybrid Cloud
- 4) Public Cloud
- 5) SaaS, PaaS or other emerging options

In the event of a State-hosted Future System, the Department of Information Systems (DIS) can provide and maintain all the required infrastructure for all environments as agreed to between the State and the Contractor as part of the final Contract (notwithstanding Future Systems which cannot be hosted by the State, e.g., SAAS solutions). The State's hosting capabilities are outlined in Section 2.6.1.

If the Contractor proposes to host the Future System (either on its hardware or from the cloud) it should refer to Section 2.6.2.

2.6.1 STATE HOSTING

2.6.1.1 Data Center and Hosting

When practicable, the State has the ability to host applications "in-house".

DHS has a small Data Center of networked, rack mounted servers using WINDOWS environment on premises in DHS' downtown Little Rock office complex. To improve data security, and provide for a greater level of operations infrastructure redundancy, DHS is in the process of moving mission critical servers to the Data Center operated by the Department of Information Systems (DIS).

DIS manages the State Data Center in a secure, 12,800 square feet environmentally controlled area. The data center is operational 24 hours a day, seven days a week, and 365 days a year in order to provide consistent availability of the State Data Center and the systems hosted on the data center floor. DIS currently offers data center and hosting services, including but not limited to Mainframe services, Windows, UNIX and Linux server hosting, enterprise data storage services, Exchange email and disaster recovery services.

DIS also manages a disaster recovery Data Center where the disaster recovery environment is currently hosted. This facility is also in Little Rock. The State will provide the disaster recovery infrastructure (unless the optional Hosted Private Cloud Service is purchased), however, the Contractor will be responsible for the Future System using an Active-Passive setup with 50% capacity.

2.6.1.2 Network Infrastructure

The State will own and manage all of the network infrastructure as it does currently.

DHS' goal is to have all LAN-connected PCs and networking hardware monitored and managed remotely. The WAN communications protocol is TCP/IP.

- The DIS is responsible for all WAN issues
- It is DHS' intent for DIS to be also responsible for all LAN maintenance and operations

The Contractor's proposal should reflect that the network infrastructure will be provided by the State.

2.6.2 CONTRACTOR-HOSTED

The State is interested in understanding if there is value in having the Contractor host their solution rather than having DIS host the solution on behalf of DHS. The State would expect the Contractor to provide this as a service to DHS and be governed by Service Level Agreements. This service will include all components (e.g. OS, servers, data center, network, storage, security etc.) and the related managed services (e.g. back-up, disaster recovery) required to provide the hosting as a service. The service expectations will align with the services received from DIS.

Under a Contractor hosted scenario, the Contractor will provide, operate and maintain the facilities and technology infrastructure (e.g. data center, racks, servers, storage, network and operating system, engineered appliances) required to support the Future System, including the disaster recovery environment. This includes:

- Provide Network, Hosting, and Data Center Infrastructure Services 24 hours per day, 7 days per week except for planned downtime
- Ensure infrastructure security aligns with DHS' security policies
- Provision of infrastructure capacity as needed
- Provision of environments
- Manage storage
- Provide operating system, application and database backup and recovery services
- Perform infrastructure capacity planning
- Provide Level 2/3 support for infrastructure in accordance with the DHS' incident management processes
- Plan and execute required infrastructure changes in accordance with the DHS' change and release management processes
- Plan and execute infrastructure software updates into production
- Maintain infrastructure configuration in accordance with the DHS' configuration management process
- Ensure consistency and synchronization of disaster recovery environment with production environment
- Participate in periodic (twice annual) disaster recovery testing
- Manage disaster recovery infrastructure environment to meet Recovery Point Objectives and Recovery Time Objectives
- Plan and execute OS and system utilities patches

When proposing cloud, private cloud, or hybrid cloud solutions, Respondents should make sure to clearly identify provisions, terms, conditions and details around the following areas:

- 1) Cost (in the Cost Proposal Template only – **no cost should be referenced in the Technical Proposal**)
- 2) Performance
- 3) Data Management
- 4) Governance
- 5) Service Levels
- 6) Location of Data
- 7) Contractor obligations in the event of a data breach
- 8) Provisions for data export and exit strategy
- 9) Provisions for data destruction by vendor after contract termination
- 10) Data Security
- 11) Regulatory compliance
- 12) Change processes and procedures
- 13) Information access costs/requirements (e.g. FOIA request)

2.6.2.1 Cloud Native Offerings

The Contractor may also offer a cloud-based (native) Future System to the State delivered as a software-as-a-service (SaaS) offering. The offering could be from a private cloud, secure public cloud, or government cloud. However, given the importance of protecting State data, any cloud offering **must** adhere to the security standards agreed upon in the Contract.

If Contractor proposes a cloud-based offering, Contractor will still be accountable for the duties outlined in Section 2.6.2 related to support and disaster recovery. Contractor will also be responsible for the Service Level Agreements related to hosted solutions.

2.7 PROJECT STAFFING

DCFS understands that staffing of this engagement will be critical to its success, and DCFS will closely evaluate Proposals for the appropriate consideration and structure of the proposed staffing model including the identified Key Personnel. Consideration will be given to Proposals that can effectively use identified staff and do not require an unrealistic expectation of DCFS staff.

The Contractor will provide a team to complete all tasks and deliverables. The Contractor will lead these activities and deliver the related services, and should not expect direct State support resources to be available beyond what is described within this RFP. The Contractor will employ staff in sufficient number and with sufficient expertise and experience to meet the needs of the State.

The Contractor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member **shall** be staffed on this project if they have committed an offense that would preclude State employment as a “designated information technology position” pursuant to Arkansas Revised Statute § 21-15-111.

To ensure child safety, to the extent that Contractor staff may be required to be in the same facility as Clients (e.g. a field office to perform training), the State requires those members of the Contractor’s staff to be subjected to the same background checks as DCFS employees, at Contractor’s expense. The parameters of these checks, and the associated prohibited offenses, are located in ARS § 21-15-102.

The Contractor will maintain responsibility for all costs related to providing all the staff necessary to meet the requirements in this RFP, including but not limited to staff, staff expenses, staff overhead, staff travel, or any related staff expenses, except as specifically provided in the Contract.

2.7.1 RESOURCE MANAGEMENT PLAN

The Contractor will develop a comprehensive Resource Management Plan, that demonstrates an understanding of the services required and addresses the Contractor’s resource plans during all phases of implementation as well as the resource plans to support ongoing operations. The Contractor should clearly describe the roles of each proposed staff in the phases they will be participating. At a minimum, the Resource Management Plan will include:

- a. Number, type, and categories of staff proposed
- b. Staff qualifications
- c. Staff work location, including expected on-site presence in Little Rock
- d. Recruiting, transition, and training plans for new staff
- e. Recruiting, transition, and training plans for reassigned staff
- f. Methodology to replace vacant Key Personnel positions in a timely manner

The State requires that the Contractor provide names and CVs of Key Personnel (see Section 2.7.2) for both the Design, Development, and Implementation (DDI) and Maintenance & Operations (M&O) stages of the project. The State reserves the right to request the Contractor’s staffing levels by role and number of years’ experience for each staff member in their specific role at any time during the project, and the Contractor shall provide the requested information.

The Contractor will update the Resource Management Plan as applicable pursuant to the IPMP, but no less frequently than annually, or as requested by the State, for approval by the State.

2.7.2 KEY PERSONNEL

The term “Key Personnel”, for purposes of this procurement, means Contractor staff deemed as being both instrumental and essential to the Contractor’s satisfactory performance of all requirements contained in this RFP. Contractor Key Personnel must be the primary team that delivers the Future System being procured. As these staff members are deemed critical to the success of this initiative, they must be full-time and dedicated solely to the DCFS account (unless otherwise noted).

The Contractor should include names and resumes for proposed Key Personnel as part of its Resource Management Plan to clearly demonstrate the proposed Key Personnel’s ability to perform the role as described. The State **shall** approve any Key Personnel prior to their work on the project, including any replacement Key Personnel. The Contractor must ensure Key Personnel have, and maintain, relevant current license(s) and/or certification(s). The Contractor can provide alternative solutions though any changes must be approved by DCFS.

At a minimum, the Contractor will provide Staff with the following qualifications to fill the following roles for the DDI and M&O phases:

Table 1: Contractor’s DDI Key Personnel

Role	Responsibilities	Expected Qualifications
Engagement Director / Executive	<ul style="list-style-type: none"> • Serves as the primary point of contact with DCFS leadership, governance bodies and other State Executive Sponsors for activities related to contract administration, overall engagement management and scheduling, correspondence between DCFS and the Contractor, dispute resolution, and status reporting to DCFS for the duration of the Contract. • Authorized to commit the resources of the Contractor in matters pertaining to the performance of the Contract 	<ul style="list-style-type: none"> • Minimum of five (5) years direct project oversight and authority over ongoing relationships with clients where its firm has implemented enterprise solutions • Previously managed a DDI project and transition to an ongoing M&O in a similar environment • Previously managed child welfare information system

	<ul style="list-style-type: none"> • Responsible for addressing any issues that cannot be resolved with the Contractor's Project Manager • Responsible for all subcontractor relationships 	<p>accounts that have included both DDI and operations</p> <ul style="list-style-type: none"> • Minimum of fifteen (15) years of relevant experience in professional services, development, client support or project management.
<p>Project Manager</p>	<ul style="list-style-type: none"> • Provides onsite management of the Project and is the chief liaison for DCFS and the PMO during the Project • Is authorized to make day-to-day Project decisions • Is available and responsive to State requests for consultation and assistance • Provides timely and informed responses to operational and administrative inquiries that arise • Is responsible for facilitating the Project by using the project management processes, organizing the Project, and managing the team work activities consistent with the approved work plan • Develops and maintains thorough project planning documentation that includes, but is not limited to, a project plan and schedule • Manages Contractor staff assigned to all DDI activities • Plays an active role in day-to-day management of the Account so as to be knowledgeable and aware of all issues, concerns and requirements • Meets with DCFS staff or such other person DCFS may designate on a regular basis to provide oral and written status reports and other information as required • Provides expert guidance ensuring that policies, business rules, and requirements as defined by DCFS are correctly implemented in the Future System • Advises DCFS regarding best practices and recommends modifications to business processes, which improve the overall operations • Manages the relationships with subcontractors and partner vendors • Provides ongoing reporting of operation against the requirements of this Contract • Ensures all activities are coordinated and follow the processes outlined in this RFP (e.g. enhancement development) 	<ul style="list-style-type: none"> • Five (5) years of experience leading the implementation of enterprise solutions on similar technologies • Previously managed child welfare information system projects that have included both DDI and operations • Five (5) years of experience implementing solutions of similar functional scope • Minimum of fifteen (15) years of relevant experience in professional services, client support or project management • Project Management Professional (PMP) certification
<p>Functional Lead</p>	<ul style="list-style-type: none"> • Is familiar with the functional design of all of the components, has a solution-wide view and ensures each component/module work together to address the functional requirements • Ensures the configured solution addresses all of the functional requirements • Provides the methodology/approach to building the solution • Works with Subject Matter Experts (SMEs) of the business units to understand the System and process requirements and articulate the 	<ul style="list-style-type: none"> • Ten (10) years of experience leading the implementation of enterprise solutions on similar technologies • Five (5) years of experience implementing solutions of similar functional scope • Child welfare system experience

	<p>requirements to the Contractor project team leads</p> <ul style="list-style-type: none"> • Ensures that the proposed solution aligns with the business requirements of the organization • Manages the expectations of the business units with a clear understanding of the Project Sponsor's project objectives. • Manages the contractor's business analysts 	
OCM and Training Lead	<ul style="list-style-type: none"> • Lead all training and knowledge transfer planning, material development and delivery • Responsible for organizational migration, gap analysis, and coordination of program improvement, communications, and training activities • Prepares for the deployment of the Solution to the full organization • Responsible for developing, executing, and maintaining the OCM Plans, Training Plan, and Communication Plan. • Works closely with the PMO, DCFS communications, human resources and organization development teams to support the implementation of the OCM and training plans 	<ul style="list-style-type: none"> • Five (5) years of experience as a Training lead for projects similar in size and complexity to the proposed Project • BA/BS-Bachelor's degree or equivalent required. • Three (3) years of previous OCM experience • Prosci or equivalent certification • Child Welfare systems implementation experience desired
Testing Lead	<ul style="list-style-type: none"> • Leads all testing activities including planning, documentation and execution • Ensures the test plan and process is coordinated with all stakeholders • Ensures documentation and resolution of issues discovered during the testing process • Serves as the point of contact for User Acceptance Testing (UAT) matters 	<ul style="list-style-type: none"> • Five (5) years of experience as a testing lead for projects similar in size and complexity to the proposed Project within the public sector
DDI Technical Lead	<ul style="list-style-type: none"> • Is responsible for leading the team who configures and develops the Future System • Responsible for all technical aspects of the Solution. Establishes documentation and coding standards for the Project team and ensures the team adheres to the standards • Is available to DDI Project teams for consultation on future enhancements (e.g., changes to achieve strategic objectives, implement a new program) • Oversees the development of all technical documentation • Is familiar with the Technical design of all of the components, has a solution-wide view and ensures each component/module work together to address the Technical requirements 	<ul style="list-style-type: none"> • Ten (10) years as a Technical lead on complex projects, seven (7) of these should be in management • Five (5) years of experience architecting/designing enterprise solutions
Data Conversion and Interfaces Lead	<ul style="list-style-type: none"> • Leads and supports data cleansing and data conversion from CHRIS • Ensures that data dictionaries are current for the Contractor's solution • Is directly responsible for ensuring that interfaces between the Contractor's solution and other components of the State are correctly configured and deployed • Ensures that all data exchanges between the Contractor's solution and the interface partners' systems provide accurate and appropriate 	<ul style="list-style-type: none"> • Possesses a minimum of five years' experience performing data cleansing or data conversion activities for systems similar to the contractor's solution. • Possesses a minimum of three years' experience developing and deploying interfaces for systems

	<p>content, compliant with data definitions established within DCFS</p> <ul style="list-style-type: none"> • Designs, documents, and deploys the interfaces 	<p>similar to the proposed solution.</p> <ul style="list-style-type: none"> • Possesses a minimum of 3 years' experience managing a data conversion or interface design project similar in size and complexity to the proposed project. • Possesses excellent communications skills, written and oral. • Note: A Bachelors' Degree in information technology or a related field is preferred but not required.
Architect Lead	<ul style="list-style-type: none"> • Drives the solution architecture and mapping of required functionality to minimize the need for custom development • Well versed in architectural design and documentation at a technical reference model level as well as at a system or subsystem level • Well versed in application and data modeling, building block design, applications and role design, systems integration etc. 	<ul style="list-style-type: none"> • Ten (10) years of experience architecting/designing enterprise solutions • Five (5) years of experience with the technology to be implemented at DCFS • Enterprise architecture certification in one or more industry leading architecture frameworks
Security Expert	<ul style="list-style-type: none"> • Architects all elements of the Solution's security • Oversees the development of all security documentation • Ensures the Solution meets all applicable security regulations 	<ul style="list-style-type: none"> • Certified Information Systems Security Professional (CISSP) or similar security certification • Ten (10) years of experience implementing/managing security in enterprise solutions • Note - Security Expert does not need to solely be dedicated to the account

Table 2: Contractor's M&O Key Personnel

Role	Responsibilities	Expected Qualifications
Engagement Director / Executive	<ul style="list-style-type: none"> • Serves as the primary point of contact with DCFS leadership, governance bodies and other State Executive Sponsors for activities related to contract administration, overall engagement management and scheduling, correspondence between DCFS and the Contractor, dispute resolution, and status reporting to DCFS for the duration of the Contract. • Authorized to commit the resources of the Contractor in matters pertaining to the performance of the Contract • Responsible for addressing any issues that cannot be resolved with the Contractor's Operations Manager • Responsible for all subcontractor relationships 	<ul style="list-style-type: none"> • Minimum of five (5) years direct project oversight and authority over ongoing relationships with clients where its firm has implemented enterprise solutions • Previously managed ongoing M&O for an human/social services account
Operations Manager	<ul style="list-style-type: none"> • Serves as a liaison with DCFS for M&O activities • Is available and responsive to State requests for consultation and assistance 	<ul style="list-style-type: none"> • Ten to fifteen (10 to 15) years of operations experience, 7 of these should be in management

	<ul style="list-style-type: none"> • Is responsible for establishing and maintaining a positive client relationship • Provides timely and informed responses to operational and administrative inquiries that arise • Manages staff assigned to all day-to-day M&O activities • Coordinates and manages any enhancement requests/changes to the solution • Plays an active role in day-to-day management of the Account so as to be knowledgeable and aware of all issues, concerns and requirements • Meets with DCFS staff or such other person DCFS may designate on a regular basis to provide oral and written status reports and other information as required • Manages the relationships with subcontractors and partner vendors 	<ul style="list-style-type: none"> • Five (5) years managing a M&O team for an enterprise solution within a public sector client
M&O Technical Lead	<ul style="list-style-type: none"> • Provides detailed applications knowledge in support of complex application issues/incidents • Reviews all potential changes (e.g. configuration, warranty fixes, enhancements) to the Solutions from a technical perspective and provides technical design/assessments • Is available to the Project team for consultation on future enhancements (e.g. changes to achieve strategic objectives, implement a new program) 	<ul style="list-style-type: none"> • Five (5) years of experience architecting/designing enterprise solutions
Security Expert	<ul style="list-style-type: none"> • Architects all changes to the Solution’s security • Maintains all security documentation • Ensures Solutions meet all applicable security regulations 	<ul style="list-style-type: none"> • Certified Information Systems Security Professional (CISSP) or similar security certification • Five (5) years of experience implementing/managing security in enterprise solutions • Note - the Security Expert does not need to solely be dedicated to the account

2.7.3 CONTINUITY AND AVAILABILITY OF PERSONNEL

Changes to the proposed positions and responsibilities will only be allowed with prior written permission from DCFS. If the Contractor believes that an alternative organizational design could improve service levels or decrease costs, a discussion of these options and their benefits should be included in the Technical Response Template for this RFP.

The Contractor **must** seek and receive DCFS approval before hiring or replacing any Key Personnel. The Contractor **must** identify, report and resolve performance issues for its entire staff including but not limited to employees and subcontractors. The Contractor **shall** remove and replace Key Personnel, if requested by DCFS, within two (2) weeks of the request for removal.

The Contractor **must** provide DCFS with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual’s resignation notice, the Contractor’s notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel **shall** have qualifications that meet or exceed those specified in this section and will be subject to approval by DCFS.

The Contractor **shall** provide DCFS with status update reports every week on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor shall have in place a qualified replacement within sixty (60) days of the written notification of anticipated vacancies. During the recruitment and training period, the Contractor **shall** provide an interim replacement for all Key Personnel, subject to approval by DCFS.

The Contractor will propose a suitable engagement and partnership model with the DCFS team to ensure proper knowledge transfer throughout the life of the contract. This will include “shoulder- to-shoulder” work (when required) with identified DCFS resources so that knowledge about DCFS’ systems and business can be transferred from DCFS to the

Contractor staff and knowledge about the system can be transferred from the Contractor to DCFS staff. This is particularly important with regards to the DDI of the System and subsequent enhancements.

DCFS recognizes the importance of coordination between the Contractor's staff and DCFS' staff. As such, the activities performed in response to this RFP must primarily be performed in Little Rock. The Contractor may perform services from a location outside of Little Rock only once approved by DCFS.

The State is amenable to development work being performed by the Contractor in an off-shore setting. However, all State data **must** remain in the United States. User Acceptance Testing **must** also be performed in the United States.

2.7.4 APPROVAL OF NEW SUBCONTRACTORS

Throughout the duration of the Contract, if the Contractor needs to enlist additional support and expertise in the form of new subcontractors not listed in this proposal, the Contractor **must** have the new subcontractors approved by the State. The State reserves the right to reject any subcontractors on any reasonable basis. Contractor **shall** be responsible for any and all subcontractor's work and Contractor's delegation of work to a subcontractor does not in any way abrogate or modify Contractor's duties under the Contract. Contractor **shall** manage its subcontractors.

2.7.5 CONTRACTOR LOCAL OFFICE

In light of COVID-19 and the present uncertainties associated with the Contractor and State's ability to work on-site in a traditional manner, the State is willing to review proposals with relaxed office requirements, so long as:

1. The proposed office has sufficient conference room space for collaborative sessions
2. The proposed office has space for a reasonable number of State employees to work with Contractor
3. The proposed office has adequate connectivity, hardware and security as described below

The State will not require Contractor to perform any onsite work which would be contrary to an order from the Governor or Federal Government.

The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input). DCFS strongly prefers that this facility be in downtown Little Rock either within walking distance or five (5) miles of the DCFS offices (with adequate parking at no cost to DCFS if the office is not within walking distance, as determined by the State.) If a Contractor proposes a location that does not meet these criteria, they must provide justification for this decision. The Contractor is required to secure their own facility space aligned to DCFS' expectations. The Contractor will be responsible for all furniture and equipment. This office will be operational 90 calendar days after the Contract's Start date.

DCFS will coordinate with the Contractor to provide secure access to the State's network though the Contractor will be responsible for a wireless local network. The Contractor will provide the Contractor staff with the personal computers required to support and manage the DCFS applications.

In support of the shoulder-to-shoulder environment and collaboration, the Contractor will primarily work on-site as possible. Notwithstanding any circumstances related to COVID-19 (which shall relax this requirement), All-all Key Personnel and no less than 50% of each Contractor team shall be on-site at any time during regular business hours. The Contractors' staff must be available to participate in services-related meetings as scheduled by DCFS. On-site work must be performed during normal State business hours, Monday through Friday 8:00 AM until 5:00 PM.

The Contractor must establish appropriate protocols in alignment with Federal and State regulations, including but not limited to FIPS, HIPAA and IRS Publication 1075, to ensure the physical property/facility security and data security and confidentiality safeguards are maintained.

2.7.5.1 Office Features

The Contractor's local office shall have: In light of COVID-19, the below are desired specifications for the Contractor's office and not specifically mandatory ones.

A. Conference Rooms

1. One large conference room for workgroup meetings for 40 people with the following:
 - a. Video conferencing system
 - b. Network connectivity with a minimum of five network connections and the capability to expand to 15.
 - c. Conference phone line and conference phone speaker system
 - d. Table(s) and Chairs for 40 people
2. Guest area seating and mobile workspace amenities
3. Three conference rooms for workgroup meetings for 10 people with the following:
 - a. Network connectivity with a minimum of five network connections
 - b. Table and Chairs for 10 people
 - c. Conference phone line and conference phone speaker system

d. Video conferencing systems.

B. Training Room:

1. Seating capacity of 25 students
2. Workspace capacity for one training instructor
3. Use of the Data Center Computing Environment Training applications (no desktop simulation)
4. One desktop computer per student seat and instructor seat
5. Training enrollments available for four weeks after the System Implementation Date defined herein as a Critical Date.
6. Training room availability no less than five weeks after the System Implementation Date defined herein as a Critical Date.
7. Furnish training rooms with and maintain appropriate hardware, software, and telecommunications to support the development, maintenance, and presentation of Contractor's training programs and materials.
8. Equip the training facility to provide an effective learning environment with appropriate desks, chairs, computers, tables, whiteboards, easels and flip charts, projector and screen, teleconference phone, and network access.

C. PMO Office Space

1. PMO office space for 8 closed offices for State and PMO Managers and 20 cubicles for state and PMO staff (dedicated and shared offices)
2. Network connectivity
3. Desk and chairs for each office
4. File cabinets and book cases for the 8 Managers' offices
5. Desktop computers for each office/cubicle
6. Telephone in each workspace

D. Shared Workspaces

1. Ten dedicated and shared workspaces for part time staff
2. Two dedicated and 8 shared workspaces
3. Desk and chairs for each office
4. Workspaces will include connectivity to the network
5. Desktop computers for each office/cubicle
6. Telephone in each workspace

E. Shared Facilities and Resources

1. A Break/lunch room for 25 people, including:
 - a. Refrigerator, microwave, coffee pot, etc.
 - b. Cabinets for expendables, dishes, and supplies
2. Office equipment room
3. FAX/Copier and network printer
4. Secure collaboration tools access and interoperability with other State-authorized Project Stakeholders' tools (as warranted).
5. Bridge the infrastructure, communications, tools and technology needs of the Contractor's off-site or remote facilities that are supporting the Project.

F. Facility Access

1. Controlled key card access for all entrance / exit doors
2. 24x7 access to the facility as agreed upon by the State

G. Other Requirements

In selecting and running the local office, Contractor will:

1. Comply with State-owned asset security and privacy safeguards, and ensure Project materials, work products, and deliverables are secured, and that confidentiality is maintained at all times.
2. Comply with all federal regulation and State statutes for business services. Comply with the Technical Infrastructure Plan.
3. Provide all collaboration tools and unified communications technologies and services required for optimal performance of the Project's personnel.
4. Contractor will provide an office receptionist or other customer service representative to ensure that phone calls to the local office are answered, local office doors opened for approved visitors without ready key card access, and other day-to-day office maintenance requirements.

2.7.5.2 Meeting Space

Contractor will have a furnished, meeting space (with wireless internet) for a minimum of forty (40) people starting within thirty (30) days of Contract Start Date. In the event that the Local Office is not sufficiently complete to offer this space at this time, Contractor shall procure offsite meeting space until this space is available in the Local Office. Any offsite meeting space will satisfy the proximity (within 5 miles) and parking requirements of the local office.

2.8 TRAINING

The Contractor will create training materials and lead all training activities prior to go-live (or, if the State and Contractor elect to do a pilot, prior to the pilot.) This includes providing the equipment and facilities (as required for field offices, see *also* Section 2.7.5), scheduling the sessions, facilitating the sessions, surveying the participants, and analyzing the results to ensure adequate attendance and learning has occurred. The Training Lead (see Section 2.8.2) will be responsible for all training and knowledge transfer planning, material development, and delivery, as well as managing a team to create and deliver this content.

DHS has approximately a dozen training labs outside of Little Rock at various county offices which can be leveraged for training (if available). DHS and Arkansas State Police have approximately 1700 staff that will need to be trained on the new system, of which approximately 1400 are not local to Little Rock. Technical training and knowledge transfer for technical staff is expected to commence as soon as possible in the project schedule, with ongoing, advanced and refresher training throughout the Contract period. Prior to project close out, the Contractor will ensure the designated DHS training personnel are fully capable of training users on the Future System so they can perform on-going trainings for system end-users.

2.8.1 TRAINING PLAN

A methodical approach to planning training activities is required. The Contractor will produce a detailed Training Plan, curricula, and syllabi that addresses the Contractor's solution to initial and ongoing training (which will ultimately be the responsibility of the State), including how ongoing training will be managed, for both Contractor and State staff. The Plan will be developed collaboratively with DCFS to ensure the materials are aligned with DCFS' culture. The first draft of the Training Plan will be due to the State, for its review and approval, one year prior to the commencement of any training activities contemplated by the plan. Training plans will be updated annually thereafter.

The Training Plan will include the following, at a minimum:

- Overview stating the purpose and scope of the Training Plan that meets the requirements of this RFP
- A process to conduct a needs and skills analysis, identifying specific roles and staff titles to be trained
- Planned evaluation of the training content and delivery
- Training resources required, including facilities and staff
- Registration process, tools, and tracking
- Course Administration, including communication to participants of available training and registration/completion by staff. Communication includes posting on a web portal as well as generating correspondence for users who do not have access to the web portal.
- Training schedules, identifying when specific staff roles will be provided training prior to an implementation
- Details of the Contractor's planned Instructional Methods including:
 - Individual one-on-one training sessions
 - Solution Demonstrations
 - Instructor-Led Classroom Teaching
 - Instructor-Led Virtual Training
 - Computer (CBT) and Web-based (WBT) training
 - CBT and WBT applications will be accessible via a secured internet log-on environment, 24 hours per day, 365 days per year, with the exception of DHS-approved system downtime periods
 - CBT and WBT applications and modules will incorporate training cases for users to learn or enhance hands-on practice of skills, information processing, and system change control information dissemination
 - CBT and WBT training module will include an electronic proficiency test. Specific course tracking for each trainee shall also be included within the applications. For incorrect answers, the proficiency test shall provide the correct answer, include narrative explaining why it is correct, and further direct the user to additional contextual and reinforcement information.
 - On-the-Job Training
 - User Guides
 - Informal training with super users
- Knowledge Transfer approach for identified personnel who require additional Solution knowledge than end-users (e.g. super users, support staff, trainers)
- Approach to ensure training goes beyond Solution navigation to training that supports end users in integrating the Solution into DCFS processes as a decision support tool
- Approach to prototyping and testing training materials with end-users

- Training roles and responsibilities
- Approach to ensure training goes beyond Solution navigation to training that supports end users in integrating the Solution into DCFS processes as a decision support tool. This includes integration of To-be process maps and differences between As-is and To-be processes
- Plan for establishing and managing the training environment
- Plan for establishing and managing a “sand-box” environment for staff to practice following training
- Plans for providing the training equipment, software, telecommunications, facilities and training data to support the development, maintenance, and presentation of training programs and materials
- Plan for documentation of participation in training, including training course name, trainer’s name, date and location of the training, DHS’ identified training invitees, persons participating in the training, persons completing or not completing training, and proficiency test results for each trainee
- Plans for training Providers who will access part of the system (e.g. providers who submit invoices through the system)

2.8.2 TRAINING CURRICULA AND MATERIAL DEVELOPMENT

The Contractor will lead and work collaboratively with State staff (and the OCM) to build out the resources to prepare the organization for the new System. The Contractor will consider the following established baseline guiding principles for this effort:

- Use a task-based training approach founded on a thorough user-centered task analysis
- Use a variety of integrated training methods to address diverse learning styles and provide experiential, performance-based training
- Integrate training methods and strategies throughout the Project life cycle, to include pre-training support, classroom training, and post-training support
- The primary medium for System training must be hands-on interaction with a working version of the System
- Just-in-Time Approach to training — All field office users will receive hands-on training on the System immediately prior to the System being implemented
- Training must be designed in a way that conveys the value and benefits of the System, alignment to the user’s model of practice, and addresses the specific job functions of the users being trained with its integration into their day-to-day work
- All trainees must demonstrate the capability to use the System effectively at the completion of the training to perform his/her responsibilities
- User friendly training materials must be submitted with sufficient time for review and approval prior to the first class, updated frequently as pre-implementation changes that impact training occur, and provided to trainees that can be referenced at a later date without additional context required
- Training attendance and comprehension will be documented to give the State adequate assurances of the training program’s effectiveness (including but not limited to user surveys and a plan to remediate and training deficiencies identified)

The Contractor will also be responsible for developing Train-the-Trainer content that can be delivered to the State’s contracted training entity for use in the future. In addition, the Contractor will deliver this content to the State’s contracted training entity in a face-to-face setting. The Train-the-Trainer content should also closely follow the established baseline guiding principles listed earlier in this section. Prior to Project close out, the Contractor will ensure the designated DCFS training contracted entity and/or DCFS staff are fully capable of training users on the Future System so they can perform on-going trainings for CCWIS end-users.

2.8.3 ORGANIZATIONAL CHANGE MANAGEMENT (OCM), END USER TRAINING AND KNOWLEDGE TRANSFER (KT) TASKS

The Contractor will lead and work collaboratively with State staff to build out the resources to prepare the organization for the Future System by leading OCM efforts. The Contractor will also collaborate with the OCM lead by the State and its PMO. In furtherance of this duty to collaborate, the Contractor will, with oversight from the PMO, develop the following:

- OCM Plan: Defining the activities and roles of the OCM (i.e. the role of the PMO, the role of the Contractor)
- Stakeholder Management Plan: Detailing how the transition to the Future System will be coordinated and tailored for various stakeholders, including but not limited to State users and Providers.

- **Project Communication Management Plan:** Details the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. and defines the communications vehicles.
- **To-be Process Maps and Gap Analysis:** Provides the flows for the business processes in alignment with the new system and documents the differences between the As-Is and To-be processes. This information will be used to inform user training. (Note: The State will have maps for the As-is processes.)

2.8.3.1 OCM Executive Briefings

Within ten (10) business days of the end of a quarter or key OCM milestones, the Contractor will deliver OCM Executive Briefings in collaboration with the PMO. These briefings will provide State executives and other relevant stakeholders a full report on all OCM activities that were performed, progress, risks/challenges facing the project from an OCM perspective and the upcoming activities to help ensure efficient and effective State staff interaction with the Future System. This includes, at a minimum:

- Results from surveys and other mechanisms to capture the progress on the level of change acceptance with each stakeholder group.
- Reporting on OCM Milestones as identified in the OCM Plan.

2.9 MAINTENANCE AND OPERATIONS

After the successful roll-out of the Future System the Contractor will, for the balance of its Contract with the State, be responsible for the ongoing Maintenance and Operations (M&O) of the system. In performing M&O duties, the Contractor will work with the State to coordinate implementation, release, and regularly scheduled maintenance of updates, patches, and repairs for the Future System. All updates, patches, and repairs must be fully and successfully tested before migration to production in accordance with the same protocols and procedures utilized in the DDI phase of the project.

The Contractor will notify the State and fix and address all system defects, issues, and system performance failures. For implementation of system repairs the Contractor will work with the State to coordinate the release of the repairs.

The Contractor will also provide Technical Support in conjunction with the State.

The Contractor will be paid a fixed fee for its M&O work. M&O work is intended to include projects which take up to, but not more than, 240 hours of work. There will also be a pool of 15,000 hours available at a fixed hourly rate finalized in the contract. These hours will only be accessible for projects which the Contractor and State agree will take 241 or more hours. It is anticipated that these hours will primarily be used for upgrades and changes (and not for the remediation of defects in the initial implementation). These hours may only be utilized with State approval and sign off.

The State, and not the Contractor, will have the final say about which projects/upgrades/defects/changes take priority over others in the Contractor's queue.

2.9.1 SYSTEM MONITORING

The Contractor will monitor system operations on a daily basis and make necessary adjustments to maintain peak operation efficiency so that system users are not adversely affected. Ongoing monitoring applies to all system components including the operating systems, third-party components, database(s), and all related components. The Future System will include monitoring of the quality of stored data, including but not limited to Client data. The Contractor will recommend maintenance activities, including recommendations as to whether to upgrade older versions to current versions. Please note that the OIT and DCFS **must** approve any upgrades.

The Contractor will perform an in-depth analysis and probe of all system components as requested to test the database integrity and system performance. The Contractor will further determine if actions are required to meet or improve on Performance Standards. See Attachment I - Performance Based Contracting.

2.9.2 TECHNICAL SUPPORT

The Contractor shall collaborate with the State's resources in OIT to provide technical Support to Future System users. The State shall provide "Level 1" technical support. Level 1 support shall entail routine changes or adjustments to the Future System which can be accomplished from within the System's existing functionalities by authorized users (e.g. password resets, changing security roles for users, end dating Staff members). The State will escalate any other issues to the Contractor for resolution. The Contractor's resolution of those issues will be addressed in accordance with Section 2.9.2.1.

The Contractor will properly plan and conduct services to minimize the occurrence of issues and/or problems with the system components. In the event of issues, the Contractor will assign qualified technical staff to respond during business hours to non-urgent matters. Communication of issues to the Contractor may be by telephone call, e-mail, or text

messages from the State. For urgent matters, the Contractor will have a telephone number that is answered by qualified technical staff 24 hours/7 days per week.

2.9.2.1 Issues Management

If issues and/or problems arise in the production environment, the Contractor will work with the State to resolve issues in a timely manner. The Contractor will have a clear escalation procedure through the appropriate chain of command to ensure that the production issue is getting the appropriate attention to meet the level of urgency.

Additionally, the Contractor will resolve issues according to the following severity levels.

Severity Level	Description	Example	Resolution Time
Critical	System Failure. No further processing is possible.	Critical to solution availability, results, functionality, performance, or usability.	Within four (4) hours of identification
High	Unable to proceed with selected function or dependents	Critical component unavailable or functionally incorrect (workaround is not available).	Within one (1) business day of identification
Medium	Restricted function capability; however, processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates (workaround is normally available).	Within five (5) business days of identification or resolution time approved by State
Low	Minor cosmetic change needed.	Usability errors; screen or report errors that do not materially affect the quality and correctness of function, intended use, or results.	Within two (2) weeks of identification or resolution time approved by State

Issues should be recorded and tracked in a log or issue tracking tool. Critical Severity issues must be reported to designated State staff within one (1) hour of discovery or identification of the issue.

Issue reports will be provided for every system problem. The issue reports will include the affected areas of the State and programs, date of report, date of incident, reference number, start and end times of the incident, problem type, problem impact summary, detailed description of the problem, immediate resolution, permanent solution, and who resolved the problem.

Initial issue reports for critical and high severity incidents will be provided within 24 hours from the start of the system problem. If the issue report does not include the permanent solution to the issue, that report will be updated every 24 hours to reflect the most current status of the issue until it is resolved. A follow-up issue report will be provided no later than 24 hours after the permanent solution has been defined for critical and high severity issues. For medium and low severity levels, initial issue reports will be provided within five (5) business days or a timeline approved by the State.

If the Contractor cannot resolve an issue within the established resolution time for its severity level, the Contractor will submit a plan and revised timeline for issue resolution to the State in the incident report.

2.9.2.2 Technical Consultation

As part of providing technical support, the Contractor will be available to provide technical consultation to DCFS, which may include attendance of technical meetings with State staff, ACF, of staff related to other State systems (e.g. ARIES). Technical consultation may be about interfaces, technical feasibility, estimated development effort, and business and system impacts associated with any proposed enhancements, fixes, configuration or converted data items, or system or software tool upgrades. The Contractor will complete assigned follow-up items, analyses, reports, meeting notes, or other relevant tasks as directed by DCFS or OIT.

2.9.3 SOFTWARE UPGRADES

The Contractor will formally present the State with an overview of available software upgrades at least once a year. Software upgrades may be recommended at any time as part of the Contractor’s standard system monitoring and maintenance activities. In the formal presentation, the Contractor’s recommended upgrades may include, but are not limited to, platform upgrades, new software versions, and enhanced features and functionality. The Contractor will be responsible for identifying and presenting Contractor-developed upgrades. The Operations Manager will coordinate with the Contractor’s national product leaders (if applicable) where such features may be discussed and bring them to the state for consideration.

The presentation will describe each potential upgrade’s impact on current system configurations and any successful implementations in other states. During the presentation, the Contractor will also provide the State with information on ad hoc reports and queries developed for other state accounts. At the State’s request, any such report shall be available as a standard query for the State at no additional cost. The State may also request the Contractor analyze a scenario where the State does not accept an upgrade (i.e. the cost and risk of the status quo).

The State **must** approve all software upgrades, and in the event that the State does not approve the software upgrade, the Contractor **must** fully support the system and its functionality as is.

All upgrades **must** be fully and successfully tested, through regression testing and other types of testing as deemed necessary by the State, before migration to production. The State will be responsible for acceptance testing any upgrades or changes. For the implementation of approved software upgrades, the Contractor will work with the State (and, if applicable, a component’s developer) to assess system impacts, mitigate risks, minimize downtime, and coordinate the release of the upgrades with regularly scheduled maintenance.

2.9.4 SYSTEM DOCUMENTATION

The Contractor will update all system documentation to reflect the changes made to the system as changes occur. Such updates will be dated and appended to the end of the documents so that a record of changes may be kept (rather than in-line edits to specific paragraphs). System Documentation includes but is not limited to source code comments, system design documents (including detailed report descriptions), on-line help screens, user manuals, data dictionaries, the Coding Standards Document, or other documents as directed by the State.

2.9.5 ROLE OF THE STATE DURING M&O

As is the case today with CHRIS, OIT staff will provide certain M&O support. This State M&O team shall serve as the “bridge” between the Contractor’s team and the end users in DCFS and ASP to help gather business requirements and provide first level support (e.g. password resets). The State M&O team will also provide or coordinate user acceptance testing as needed during the M&O phase of the Contract.

The following chart provides the anticipated roles of the State and Contractor for M&O:

Application M&O	State Responsibility	Contractor Responsibility
Application Security Admin	<ul style="list-style-type: none"> ■ Provide approved list 	<ul style="list-style-type: none"> ■ Administer users
System Performance/Monitoring	<ul style="list-style-type: none"> ■ Perform monitoring in alignment with policies and procedures 	<ul style="list-style-type: none"> ■ Develop policies and procedures ■ Optional to perform monitoring
Capacity Planning	<ul style="list-style-type: none"> ■ Lead process ■ Infrastructure capacity planning 	<ul style="list-style-type: none"> ■ Provide capacity estimates and usage forecast changes
Change/Release/Configuration	<ul style="list-style-type: none"> ■ Lead process 	<ul style="list-style-type: none"> ■ Align with State standard process ■ Package releases
Incident/Problem Management	<ul style="list-style-type: none"> ■ Lead process 	<ul style="list-style-type: none"> ■ Application Support, Tier 2, 3
Disaster Recovery	<ul style="list-style-type: none"> ■ Lead process (DIS/DHS) 	<ul style="list-style-type: none"> ■ Application recovery, detailed recovery procedures, assist with testing, remediation
System Audits	<ul style="list-style-type: none"> ■ Coordinate/lead audits 	<ul style="list-style-type: none"> ■ Assist with audits ■ Manage security roles etc. ■ Maintain documentation

		<ul style="list-style-type: none"> ■ Review logs and report anomalies
License management/provisioning	<ul style="list-style-type: none"> ■ Buy and manage 	<ul style="list-style-type: none"> ■ Certificate management
Back-up and Recovery	<ul style="list-style-type: none"> ■ Provide infrastructure and perform back-ups 	<ul style="list-style-type: none"> ■ Design back-up using DIS architecture
Database administration	<ul style="list-style-type: none"> ■ N/A 	<ul style="list-style-type: none"> ■ Primary responsibility
Remote access/VPN	<ul style="list-style-type: none"> ■ Provide as a service 	<ul style="list-style-type: none"> ■ Comply with Security Policies
Middleware management (patching etc.)	<ul style="list-style-type: none"> ■ Provide shared middleware (e.g. service bus, content management) 	<ul style="list-style-type: none"> ■ Primary responsibility for application related COTS (PowerBuilder IDE) ■ ETL management ■ Integrate with State services
Infrastructure M&O		
Infrastructure (storage, servers, Data Center etc.)	<ul style="list-style-type: none"> ■ Provide hosting and infrastructure management 	<ul style="list-style-type: none"> ■ Provide requirements to DIS
Other M&O Related activities		
M&O process documentation and maintenance	<ul style="list-style-type: none"> ■ Document reviews and approvals 	<ul style="list-style-type: none"> ■ Document maintenance procedures for all apps and anything unique to each application
Governance (tech)	<ul style="list-style-type: none"> ■ Primary responsibility; establish expectations, forms, process etc. 	<ul style="list-style-type: none"> ■ Follow Process and Submit requests as appropriate
Cost allocations/chargeback	<ul style="list-style-type: none"> ■ Design, maintain and administer chargeback 	<ul style="list-style-type: none"> ■ Provide usage information
Data Quality	<ul style="list-style-type: none"> ■ Primary responsibility 	<ul style="list-style-type: none"> ■ Report on data quality issues, support improvement plans
Master Data Management	<ul style="list-style-type: none"> ■ Manage and oversee ongoing governance and data clean-up 	<ul style="list-style-type: none"> ■ Support process, provide reports (e.g. list of duplicate clients)
Contract Reporting		
SLAs	<ul style="list-style-type: none"> ■ Monitor against SLAs 	<ul style="list-style-type: none"> ■ Report performance against SLAs
Budget	<ul style="list-style-type: none"> ■ Approve budget and changes for each project 	<ul style="list-style-type: none"> ■ Report budget against each project

2.10 PRIVACY AND SECURITY

The Contractor and the Future System will meet all applicable State and Federal privacy, confidentiality, and security requirements. Per 45 CFR 1355.52 (d) (iii), the CCWIS data must “be exchanged and maintained in accordance with confidentiality requirements in Section 471 (a) (8) of the Act, and 45 CFR 205.50, and 42 U.S.C. 5106a (b) (2) (B) (viii) through (x) of the Child Abuse Prevention and Treatment Act, if applicable, and other applicable federal and state or tribal laws”. The Contractor must ensure that all data in its possession meets the standards outlined in 45 CFR 1355.52 (d) (iii).

All vendors, including the Contractor, will establish appropriate protocols in alignment with Federal and State regulations, including but not limited to FIPS and HIPAA, to ensure the physical property/facility security and data security and confidentiality safeguards are maintained.

To ensure that privacy, confidentiality, and security requirements are met, the State requests that vendors, including the Contractor, prepare a System Security Plan.

The purpose of the System Security Plan is to capture and establish the approach to the Future System's adherence to privacy, confidentiality, and security standards. It will include an overview of the risk scenarios and the approach to known risk threats and known vulnerabilities. It will provide the security architecture, processes and controls to meet State and Federal standards (including firewalls, zoning, encryptions, intrusion prevention, hardening, remote access, etc.). In addition, it will include the Contractor's plan to ensure confidentiality and privacy standards are met. The System Security Plan shall include, at a minimum:

- The technical approach to address and satisfy the following:
 - Network security controls
 - Perimeter security
 - System security and data sensitivity classification
 - Penetration testing
 - Intrusion management
 - Monitoring and reporting
 - Host hardening
 - Remote access
 - Encryption
 - Integration with Statewide active directory services
 - Interface security
 - Security test procedures
 - Managing network security devices
 - Security patch management
 - Secure communications over the Internet
- Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
- Security controls
- The details of Security, Privacy and Consent Management
- Approach to maximizing sharing of data (provided from any external source) while complying to all appropriate rules, regulations and policies
- Approach to administering access, particularly administration access
- User roles and security permissions
- Confirmation that the Security Plan aligns with established standards (e.g., MARS-E 2.0, NIST 800-53, FISMA) and applicable requirements
- Plan to maintain all confidentiality safeguards
- Plan to adhere to all privacy requirements for different data elements
- Any other relevant protocols or details to ensure privacy, confidentiality, and security standards are met

The System Security Plan must capture the roles and responsibilities to be performed by the Contractor and by the State.

DHS would prefer for all data to be encrypted using the latest/supported technology protocols whether at rest/stored, in flight/transit, or communicated and/or accessed in any way.

2.11 TRANSITION TO A SUBSEQUENT VENDOR

Transition includes end of Contract transition planning to ensure a seamless operational transition to the State or its designee. Prior to the conclusion of the Contract, on a schedule to be specified by the State, the Contractor **must** provide assistance to the State to assure that all responsibilities are transitioned.

Key issues for disengagement:

- Phase-in training
- Thorough and efficient transition activities
- Staffing continuity
- Uninterrupted service

For this reason, disengagement planning **must** commence at least one year prior to this Contract's expiration date, including all approved extensions. The State may require that these services begin earlier as needed for an orderly transition. At the State specified time, the Contractor **must** submit a Disengagement Plan. The plan will include:

- Proposed approach to turnover
- Tasks and subtasks for turnover
- Schedule for turnover
- Documentation update for procedures during turnover

2.12 TECHNICAL REQUIREMENTS

DHS maintains technical requirements for large system implementations. These requirements are intended to align Respondents' proposals with the overall DHS vision and the enterprise technology being employed. These requirements are set forth in Attachment D – Technical Requirements Matrix.

The Future System will include the use of automated methods to monitor and ensure data quality. These methods will be tested during implementation to ensure their effectiveness.

Tools for schedule management will align with DCFS's standard which is currently MS/Project Online.

2.13 ACF REGULATION FOR SOFTWARE LICENSING

The State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

As stated in 45 CFR 95.617 (c) Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the above ownership provisions. FFP is not available for proprietary applications software developed specifically for public assistance programs covered under this subpart.

2.14 ADHERENCE TO FEDERAL REQUIREMENTS

This RFP was developed with the intention of obtaining a Future System which is completely compliant with the requirements of the CCWIS Final Rule and all other applicable Federal laws and regulations. To the extent that any aspect of this RFP conflicts with a Federal requirement pertaining to a CCWIS, such conflict was not intentional. The State intends for the Future System to be a fully compliant CCWIS.

2.15 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. *Attachment I: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines 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.

SECTION 3 – CRITERIA FOR SELECTION

Do not provide responses to items in this section unless expressly required.

3.1 RFP CONTENTS

In preparing a proposal, Respondents should reference and use the following Attachments.

Attachment	Name	Description
A	Agency Current Practices, Challenges, and System Needs by Functional Area	This Attachment is intended to give the Contractor background into the current business practices and challenges, as well as the needs and desires for the Future System.
B	Technical Proposal Packet	This is a template Respondents should use in preparing their Technical Proposals
C	Functional Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
D	Technical Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
E	Cost Proposal Template	This is a template Respondents should use in proposing a cost for the project
F	Bidders' Library	This is a collection of files which Respondents should reference and review to get a better understanding of what is expected by the RFP.
G	Disclosure Form	Required Disclosure Form
H	Written Questions	Respondent should use this form to submit written questions to the State pursuant to RFP Section 1.9
I	Performance Based Contracting Standards	Performance Contracting Standards
J	DHS Contract Terms and Conditions	Standard DHS Contract Terms and Conditions
K	Pro forma contract	Pro forma contract
L	BAA	Business Associate Agreement
M	Organizational or Personal Conflict of Interest Policy	Organizational or Personal Conflict of Interest Policy
<u>N</u>	<u>Limited Bid Submission Accommodation During COVID-19</u>	<u>This Attachment provides alternative submission instructions for Respondents during COVID-19</u>
<u>O</u>	<u>Electronic Submission Signature Page</u>	<u>Electronic Submission Signature Page</u>
<u>P</u>	<u>Official Bid Price Sheet</u>	<u>This is a required sheet Respondents should use to provide pricing information</u>

3.2 TECHNICAL PROPOSAL SCORE

- A. OP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet* and accompanying Matrices (Attachments C and D).
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 in a consensus scoring meeting. At this consensus scoring meeting, each evaluator 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 the scores recorded on the preliminary Individual Score Worksheet with the group, the individual committee members will be given the opportunity to adjust the score contained on the initial Individual Score Worksheet, if they feel that is appropriate.
4. The individual scores of the evaluators will be recorded on the Round 1 Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Round 1 Consensus Score Sheet will be used. Each evaluator shall sign the Round 1 Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
5. The top three ranked Respondents on the Round 1 Consensus Score Sheet will be invited to deliver an Oral Presentation/Demonstration to the Evaluation Committee. The schedule, subject and duration of these Presentation/Demonstrations will be determined by the State. All Respondents not invited to the Oral Presentation/Demonstration (*i.e.* those ranked 4th or higher), if any, will be eliminated from contention.
6. After the completion of the Oral Presentations/Demonstrations, the Evaluation Committee will again meet to revise its scores based upon its impressions and information gathered during the Oral Presentations/Demonstrations. Each Evaluation Team Member may adjust any of his or her scores and discuss the basis of the adjustment, if they feel it appropriate. The averages will be recalculated and the final scores memorialized on the Round 2 Consensus Score Sheet. The Round 2 Consensus Score Sheet will be used as the basis of award of the Contract.
7. Other agencies, consultants, and experts may also examine documents and attend the Oral Presentations/Demonstrations 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.
- ~~3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.~~

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
Company Information and Experience	5	7.14%	50
Adherence to Federal Requirements	Pass/Fail	n/a	
RFP - 2.2.5 Minimum Qualifications	Pass/Fail	n/a	
Attachments A & C - 1.1 General Functions	5	5%	35
Attachments A & C - 1.1.2 General Functions - Mobility	5	3.21%	22.5
Attachments A & C - 1.2 Referrals	5	3.21%	22.5
Attachments A & C - 1.3 Client Information	5	3.21%	22.5
Attachments A & C - 1.4 Investigations/Differential Response	5	3.21%	22.5
Attachments A & C - 1.5 Assessments	5	3.21%	22.5
Attachments A & C - 1.6 Case Management	5	3.21%	22.5
Attachments A & C - 1.7 Provider Management	5	3.21%	22.5
Attachments A & C - 1.8 Title IV-E Eligibility	5	3.21%	22.5
Attachments A & C - 1.9 Staff Management	5	3.21%	22.5
Attachments A & C - 1.10 Courts	5	3.21%	22.5
Attachments A & C - 1.11 Interfaces	5	3.21%	22.5
Attachments A & C - 1.12 Reports	5	3.21%	22.5
RFP – 2.3 Project Governance and Management	5	1.43%	10
RFP – 2.4 Overall SDLA Approach	5	1.43%	10
RFP – 2.5.1 System Design, Development, and Implementation: Planning and Management	5	2.14%	15
RFP – 2.5.2 System Design, Development, and Implementation: Requirements Validation	5	1.43%	10
RFP – 2.5.3 System Design, Development, and Implementation: Design and Development	5	2.86%	20
RFP – 2.5.4 System Design, Development, and Implementation: Data Conversion and Migration	5	2.86%	20
RFP – 2.5.5 System Design, Development, and Implementation: Testing	5	2.14%	15
RFP – 2.5.6 System Design, Development, and Implementation: Implementation and Go-Live	5	2.14%	15
RFP – 2.5.7 System Design, Development, and Implementation: Steady State (Warranty Period)	5	0.71%	5
RFP – 2.6 System Hosting	5	1.43%	10
RFP – 2.7 Project Staffing	5	7.14%	50
RFP – 2.8 Training	5	8.57%	60

RFP – 2.9 Maintenance & Operations	5	8.57%	60
RFP – 2.10 Privacy, Confidentiality, and Security	5	0.71%	5
RFP – 2.11 Transition to Subsequent Vendor	5	0.71%	5
RFP – 2.12 and Attachment D - Technical Requirements	5	5.00%	35
Technical Score Total			700

D. The Contractor’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. Contractor’s weighted scores for sub-sections will be added to determine the Total Technical Score for each Proposal.
- F. As noted above, there will be two rounds of Technical Scoring. Round 1 will determine the top three proposals which will be invited to deliver Oral Presentations/Demonstrations. At this point, any Respondent not in the top three will be eliminated.
- G. After the Oral Presentations/Demonstrations the Evaluation Team may revise its Technical Scores and make adjustments based on the presentations/demonstrations.

3.3 COST SCORE

- A. After Technical Scoring Round 2 when pricing is opened for scoring, cost will be scored by the State.
- B. 300 total points are allocated to cost. 100 of the cost points are allocated to the one-time, DDI cost. 200 points are allocated to the ongoing costs of the Future System.
- C. The scored-Respondent with the lowest DDI & one-time cost will receive the full 100 points allocated to this area. The amount of DDI & one-time cost points given to the remaining contractors will be allocated by using the following formula:

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

A = Lowest Total DDI & One-Time Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = 100
 D = Total Cost Points Received

- D. The scored-Respondent with the lowest M&O & Other ongoing costs will receive the full 200 points allocated to this area. The amount of M&O & Other ongoing costs points given to the remaining contractors will be allocated by using the following formula:

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

A = Lowest M&O & Other Ongoing Costs
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = 200
 D = Total Cost Points Received

- E. To receive the full 300 points a Respondent must have both the lowest DDI & One-time cost as well as the lowest M&O & Ongoing Costs. This may not necessarily occur as different Respondents may propose lower DDI costs vs. lower ongoing costs.
- F. The “Total DDI & One-Time” cost and “M&O and Ongoing” cost on the Official Bid Price Sheet in the Technical Proposal Packet must match the corresponding figures in Attachment E.

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 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 CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

Do not provide responses to items in this section unless expressly required.

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. 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.
- D. 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.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - 1. The right to possession.
 - 2. The right to accrued payments.
 - 3. The right to expenses of de-installation.
 - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - 1. 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

2. The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

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

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 **shall** 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 **shall** be limited to the value of the Contract or **\$5,000,000**, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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 **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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 **shall 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, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **PERFORMANCE BONDING**

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's as follows:
 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
 3. The performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) days of contract execution.
 4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
 5. Failure to provide is a breach of contract and may result in immediate contract termination.

- B. The Contractor **shall** submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

4.6 **RECORD RETENTION**

- A. The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.7 **PRICE ESCALATION**

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

4.8 **CONFIDENTIALITY**

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

4.9 **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 **shall** be final and controlling.

4.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.11 SEVERABILITY

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

SECTION 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 contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original 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 disqualified. The person signing the bid should show 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 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. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *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.

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

EXHIBIT B
RFP BID TAB SHEET

RFP Bid Tab

Proposal #/Description: 710-20-0041

Bids	Weighted Technical Proposal Score	
Proposal Submitted By:	<i>Max. Possible:</i>	700
Deloitte Consulting, LLP	530.37	
RedMane Technology, LLC	479.37	
eSystems, Inc.	478.065	
Accenture, LLP	475.54	
CMA Consulting Services	465.205	
Protech Solutions, Inc.	454.5	
Thareso, IT	442.88	
Creative Information Technology, Inc.	434.53	
Digital Mobile Innovations, LLC	421.255	
Binti, Inc.	368.87	

Top Three Ranked Prospective Contractors: Deloitte Consulting, LLP; RedMane Technology, LLC; eSystems, Inc.

RFP Bid Tab

Proposal #/Description: 710-20-0041

Bid Opening	Weighted Technical Proposal Score	
Proposal Submitted By:	Max. Possible:	700
eSystems, Inc.	531.955	
Deloitte Consulting, LLP	514.085	
RedMane Technology, LLC	486.18	

Adjusted scores based on Prospective Contractor demonstrations.

RFP Bid Tab

Proposal #/Description: 710-20-0041

Bid Opening	Weighted Technical Proposal Score		Cost				Grand Total Score			
Proposal Submitted By:			One Time DDI	One Time Cost Score		Annual M&O	Ongoing Cost Score		*Weighted Technical Proposal Score + Cost Score	
	<i>Max. Possible:</i>	700		<i>Max. Possible:</i>	100		<i>Max. Possible:</i>	200	<i>Max. Possible:</i>	1,000
eSystems, Inc.	531.955		\$13,994,640.00	100.000		\$21,492,111.90	96.357		728.312	
Deloitte Consulting, LLP	514.085		\$14,012,239.75	99.874		\$22,551,218.00	91.831		705.791	
RedMane Technology, LLC	486.180		\$25,851,978.44	54.134		\$10,354,525.03	200.000		740.314	

Highest Ranked Prospective Contractor: RedMane Technologies, LLC

EXHIBIT C
RFP ATTACHMENT H
WRITTEN QUESTIONS AND ANSWERS

State of Arkansas Department of Human Services
710-20-0041 CCWIS
Attachment H
Written Questions

Instructions

Question ID	RFP Reference (page number, section number, paragraph)	Specific RFP Language	Question	Answers
1	RFP	N/A	Please identify specific individuals and/or vendors that are precluded or prohibited from participating in this procurement as either a Contractor or Subcontractor.	At this time, the Vendors identified as prohibited from participating in this procurement as either a Contractor, Subcontractor, or as an advisor to the same, are NTT Data Corporation
2	RFP Page 2-3, Section 1.3, C	The term of this contract shall be for up to one (1) year. The anticipated starting date for the contract is October 1, 2020. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof	Since contracting beyond the initial one (1) year term is not guaranteed, does the State require the full implementation of the CCWIS within the initial one(1) year term?	The State does not require the full performance of the contemplated Contract duties in one year. The State will negotiate the implementation period with the anticipated winner.
3	RFP Page 11, Section 1.31 RFP Page 43, Section 2.7.3	1.31 - Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors. 2.7.3 - The State is amenable to development work being performed by the Contractor in an off-shore setting. However, all State data must remain in the United States. User Acceptance Testing must also be performed in the United States.	Test data may or may not include data derived from obfuscated production data. Please clarify if "Arkansas data" or "State data" includes test data used during software development.	Yes it will include test data and some environments will require obfuscated data and others will not.
4	RFP Page 20, Section 2.2.2.1	Arkansas Integrated Eligibility System (ARIES)	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by ARIES.	Java J2EE application running on the IBM websphere platform using an DB2 database. System is hosted on the AWS public cloud.
5	RFP Page 20, Section 2.2.2.2	Master Client Index	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by the MCI.	Informatic MDM solution, also running on AWS public cloud.
6	RFP Page 20, Section 2.2.2.3	Master Provider Index	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by the MPI.	Informatic MDM solution, also running on AWS public cloud. (does not currently exist)
7	RFP Page 20, Section 2.2.2.4	TR1 DHS Travel System	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by TR1.	SharePoint, but it is scheduled for replacement.
8	RFP Page 20, Section 2.2.2.5	KidCare	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by KidCare.	.NET/Visual Basic
9	RFP Page 20, Section 2.2.2.6	Rocket Matter	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by Rocket Matter.	SaaS Application. See RocketMatter.com for further details.
10	RFP Page 21, Section 2.2.2.7	Juvenile Justice Information System (JJIS)	Please identify the technology stack such as language, database, middleware, ESB, cloud hosting, CRM environment being used by the JJIS.	Currently a Microsoft-based application utilizing SilverLight, but is currently being replaced.
11	RFP Page 21, Section 2.2.5.4	The system proposed by the Contractor (or a component thereof) must be in use in a health and human services or an analogous commercial setting. To be clear, this is not a requirement that the entire proposed system be in use in a health and human services or analogous commercial setting, nor is it an expectation that the proposed system (or its components) already be certified as a CCWIS	Please clarify if this requirement PRECLUDES proposing a custom developed solution for some or all of the State's requirements.	This requirement does not preclude any custom development. Instead, the State requires that the entire (100%) of the system not be custom development.
12	RFP Page 21, Section 2.2.5.4	The system proposed by the Contractor (or a component thereof) must be in use in a health and human services or an analogous commercial setting. To be clear, this is not a requirement that the entire proposed system be in use in a health and human services or analogous commercial setting, nor is it an expectation that the proposed system (or its components) already be certified as a CCWIS	Please confirm that the State is open to a proposal that may include the transfer system components from another State, commercial-off-the-shelf components, and custom developed components.	Yes, confirmed.
13	RFP Page 22, Section 2.2.5.6	The Contractor (or Subcontractor) shall have experience implementing or maintaining a system which is accessible and usable (in whole or in part) on mobile devices.	Please clarify the meaning of "mobile device". It is unclear if the State is looking for experience implementing or supporting systems that utilize "mobile" technology such as laptops, tablets, or smartphone browsers or if the State is intending looking for experience with native Android or iOS mobile applications.	The State is open to both approaches to mobility posited in the question. Specifically, the State is open to either a responsive design, native application experience, or other potential approaches.
14	RFP Page 22, Section 2.3.3	Additionally, the PMO has developed enterprise wide project management processes, standards, and templates. The DHS Project Management team will ensure the project's processes and reporting align and integrate with the DHS processes and are executed in alignment with the PMO's expectations. The Contractor shall coordinate with the PMO to ensure all standards are followed and/or exceptions are approved.	Please provide a copy of the project management processes, standards, and templates that the Contractor will be required to follow.	According to 2.5.1, the contractor will provide a detailed overview of the proposed system to selected project and DCFs staff. The contractor's PMO team will collaborate with DHS' PMO team to align the final project processes, standards, and templates during the initial project planning period.

15	RFP Pages 25-27, Section 2.3.7	Throughout this RFP there are multiple references to deliverables the Contractor will furnish to the State and the timing of those deliverables.	If the Contractor proposes a modular, incremental, agile approach (instead of "big bang"), does the State require that all design, development, and implementation deliverables be submitted and formally approved by the State for each product increment or module that is proposed?	The State desires to meet the deliverables on the deliverable schedule provided. That said, the State will collaborate with the contractor during initial phases of the project to finalize the contract deliverables. The State recognizes that the complete list of deliverables and their contents may depend on the methodology proposed.
16	RFP Page 37, Section 2.6.1	State Hosting	Please provide a detailed list of software provided in the State and DHS data centers. Please include all middleware, monitoring, scheduling, database management, security/access/authentication, DevOps, CRM, and ERP software that is licensed, installed, or used. This information will help us determine any additional software that might be required for the proposed solution.	Please refer to AR DIS's website at: https://www.dis.arkansas.gov/
17	RFP Page 44, Section 2.7.5	The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input).	To what extent must the Contractor maintain the full required space for the duration of the contract, including after the Future System is fully implemented?	In light of the difficulties caused by COVID-19, the State is relaxing some of its physical office requirements. Please see the amended RFP posted with Addendum #4.
18	Attachment A	Attachment A identifies the following .NET applications as part of its narrative: AFCARS report (1.6.11), Placement Provider Search (1.7.3.1), Inquiry Admin Tool/"The Tank" (1.7.4.1), Foster and Adoption Family Portal (1.7.4.2), Provider Invoice Entry/PIE (1.7.6.1), CHRIS Financial Management/CFM (1.7.6.1), DHS 9190 (1.7.6.1), DNET (1.10.3), NYTD data exchange (1.11.2), Appeals and Hearing Search (1.11.2), DCFS Inquiry (1.11.2). The Bidders' Library, Exhibit 2 lists 15 .NET applications.	Please clarify how the four (4) .NET applications listed in the Bidders' Library that are not currently represented in Attachment A are used.	It is not accurate to say there are 4 .NET applications listed in Bidders' Library that are not currently represented in Attachment A. Please see the Bidders' Library for the full list of .NET applications.
19	Attachment A, Page 48, footnote	9 For information on all .NET applications please see Section 2.1.4.2.	Please confirm the referenced section is Section 2.1.4.2 found on page 18 of the RFP. If not, please provide the intended information.	Yes, please see RFP Section 2.1.4.2 for information on all .NET applications. Attachment A describes the current role of each .NET application. Exhibit 2 in the Bidders' Library contains a list of the .NET applications that interface with CHRIS.
20	Bidders' Library, Exhibit 2	Column "Size of the .NET (GB)"	Several of the listed .NET applications indicate the same size database as other applications listed. In order to help us understand the potential magnitude and complexity of data conversions and migrations, please clarify which applications share a repository and which are standalone.	Please see Exhibit 27 which has been added to the Bidders' Library as part of Addendum #4.
21	Page 1	Bid Submission: May 22, 2020 10:30 a.m CT	Would the State please consider extending the bid submission deadline to allow for more comprehensive responses to all requirements?	The due date for the proposal has been extended to June 5 at 10:30 Central. Please see Addendum #4.
22	Attachment A, Section 1.11.1	Anticipated Data Exchanges and Data Exchange Partners at Implementation	For each of the current and future systems listed in the table in this section, would the State please identify how each system is hosted? Is it State Hosted with DIS, or is it Contractor-Hosted in their private hosting facility, or is it being hosted in a commercial Cloud? If it is in the Cloud, please identify the Cloud service provider.	Most State applications are hosted on premises at either DHS or DIS. For externally hosted applications it is unknown.
23	Attachment A, Section 1.11.2	Current Applications External to CHRIS	For each of the current systems listed in the table in this section, would the State please identify how each system is hosted? Is it State Hosted with DIS, or is it Contractor-Hosted in their private hosting facility, or is it being hosted in a commercial Cloud? If it is in the Cloud, please identify the Cloud service provider.	Please see the Answer to Question #22.
24	Attachment D, General System Behavior, 28	Any contractor, application, or solution shall have the capability to send notifications. Examples include sending emails, text messages (SMS), etc.	Is DCFS an Office 365 Customer? If not, what does the agency currently use for email communications?	Yes, the State is an Office 365 customer.
25	RFP 2.3.3.1	Contractor is responsible for the project's Organizational Change Management (OCM) efforts	There is a need for change management when going from manual decision-making processes rather than having a guided tool that helps the worker to decide reliably. What responsibility is expected for the vendor to be a part of change management versus internal managers at DCFS?	According to RFP section 2.8.3, the Contractor will collaborate with the OCM led by the State and its PMO on roles and responsibilities specific to change management. The contractor should provide some staff to be part of the change management process. The State has a PMO vendor who will be integral to change management while DCFS will oversee the PMO and provide subject matter expertise.
26	RFP 2.3.4	Deliverables based approach.	Is the project scope listed in the RFP finalized? As this is fixed price contract, if scope changes will change management allow for flexibility if scope is increased to the point it adds cost to deliver the solution?	The State anticipates negotiating the resulting contract to finalize the scope with the anticipated winner. Accordingly, the scope in this RFP cannot be characterized as "final." After contract execution, a combination of Project Management and potential Contract amendment would accommodate changes in scope, as applicable.
27	RFP 1.1 and RFP 2.13	1.1. An enterprise solution that is designed at its core to allow Commercial-Off-The-Shelf (COTS) products be installed, integrated, and upgraded through scheduled releases 2.13 As stated in 45 CFR 95.617 (c) Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the above ownership provisions. FFP is not available for proprietary applications software developed specifically for public assistance programs covered under this subpart.	To receive FFP for COTS products, there is a COTS waiver from ACF for State agencies that has been used in several other states to support CCWIS. The ACF COTS waiver process is described in ACF document, ACF-OA-PI-13-01. If it is in the best interest of the state, will Arkansas apply for the COTS waiver from ACF to support their CCWIS implementation?	Yes, the State is willing and able to apply for the COTS waiver if it is in the best interest of the State.

28	Attachment_B - Solution Functionality - System Proposal Instructions	In preparing the narrative, Respondents are encouraged to review the related sections in Attachment A – Agency Current Practices, Challenges, and System Needs by Functional Area and Attachment C – Functional Requirements Matrix and take the DCFs business processes and corresponding functions into consideration. Mobility is addressed in a separate section; therefore, each summary narrative of the other sections must identify specific functions and features not available in the mobile solution.	These instructions appear to indicate that each major section (1.3, 1.4, 1.5, etc) in Attachment A needs to be addressed in the response to the Attachment B Technical Proposal Package first by a summary narrative and then by answering the specific questions provided for each major section. Please confirm if this is accurate. If so, does Arkansas expect Vendors to address the Attachment A Practices, Challenges, and System Needs for each major section by responding "1 for 1" to each heading 3 and heading 4 subsection, or should Vendors respond more generally in their summary narrative?	Proposals will be scored based on a Respondent's completion of relevant tabs of Attachment C and Attachment D, and based upon the Respondent's answers to the questions and prompts posed in Attachment B, Technical Proposal Packet. Unless otherwise specified, format of the Respondent's response is within the Respondent's discretion. Please refer to Technical Proposal Packet- Information for Evaluation for response instructions.
29	General	General	What is the total budget earmarked for this procurement?	The State declines to answer this question.
30	RFP - Page 1, Submission Deadline for Response	Due on May 22, 2020 10:30 a.m CT	Due to the impact of COVID-19, we would like to request the State to extend the submission deadline by 4 weeks to allow bidders sufficient time to prepare a good bid response.	Please see the Answer to Question #21
31	RFP - Page 2, Section 1.1 Purpose	Critical technological objectives of this RFP include the procurement of: <ul style="list-style-type: none">• A true Service Oriented Architecture (SOA) platform which will bring interoperability of service-based modules, preferably as licensed products, to support DHS' modernization and continual enterprise evolution without restricting its ever-changing business needs• A highly configurable and flexible platform that will be an enabler of the expansion of technological capabilities to other state and federal agencies• An enterprise solution that is designed at its core to allow Commercial-Off-The-Shelf (COTS) products be installed, integrated, and upgraded through scheduled releases• Software modules that are implemented and modified by user configurations, not through constant custom coding that will result in yet another one-off child welfare system	Does the State have a preference for any one of the following solution types: 1. Solution based on a Commercial-Off-The-Shelf (COTS) product 2. A transfer solution 3. Solution built from a scratch to fit with AR DCFs needs	The State is open to any option that can quickly and economically meet the State's requirements.
32	RFP - Page 3, Section 1.3 Type of Contract, Item C	Term of contract shall be for up to one year"	Is it the State's intent that the system be implemented in a year? If the implementation takes longer than a year, what will be the basis of the State's decision to extend the contract or not to extend?	Please see the Answer to Question #2.
33	RFP - Page 4, Section 1.8 Response Documents, A and C	A hard copy of the original Technical Proposal Packet (Attachment B) must be received on or before the bid submittal date and time. 1. Additional Copies of the Technical Proposal Packet a. Twelve (12) complete hard copies (marked "COPY") of the Technical Proposal Packet. b. Twelve (12) electronic copies of the Technical Proposal Packet, preferably on flash drives. CDs will also be acceptable.	In light of the limited services availability due to COVID-19 pandemic, will the State be open to accept only electronic submissions of the proposals via e-mail or portal upload and not require hard copy submissions?	In light of the difficulties caused by COVID-19, the State is relaxing some of its requirements for the physical printing and submission of proposals. Please see the updated submission instructions referenced in section 1.8 of the RFP.
34	RFP - Page 6, Section 1.14 Pricing	The Official Bid Price Sheet is provided as a separate PDF file posted with this Bid Solicitation.	Can you please point us to the Official Bid Price Sheet?	The Official Bid Price Sheet was posted as part of Addendum #4. Please see the updated solicitation documents.
35	RFP - Page 13, Section 2.1 Introduction, Background and Overview	Any vendor involved in the development of this RFP shall not be permitted to submit a proposal as the Contractor, a subcontractor, or as any other part or advisor to a company submitting a proposal.	Can the State please provide a list of vendors who were involved in the development of this RFP?	Please see the Answer to Question #1.
36	RFP - Page 14, 2.1.2 Service Units, Second Bullet	The State is in the process of developing an Enterprise Criminal Background Check system. The future system will be required to utilize this system for criminal background checks.	Will the interface with the Enterprise Criminal Background Check system be part of Vendor scope or handled as a change order later?	The State is in the process of rolling out the Enterprise Criminal Background Check system now. The State will share this information when it becomes available. If the information becomes available after award, the State will share it during negotiations with the apparent winner.
37	RFP - Page 14, 2.1.2 Service Units, Second Bullet	The State is in the process of developing an Enterprise Criminal Background Check system. The future system will be required to utilize this system for criminal background checks.	When will the Enterprise Criminal Background Check system go live?	Please see the Answer to Question #36. The State expects the system to go live on December 20th.
38	RFP - Page 18, 2.1.4.1 CHRIS Overview	CHRIS has over 1350 users	What is the number of internal and external users that will access the Future System? Please provide a breakdown of the user base to help in pricing of licenses (e.g., Hotline workers, Case Workers, Police, etc.)?	Please see the Answer to Question #271.

39	Page 18, Section 2.1.4.2 .NET Applications	In the event that the Future System does not offer a solution which provides an identical or substantively similar functionality as a .NET, the State is amenable to working with the Contractor to preserve one or more .NET applications and interface them with the Future System. This is not, however, the State's preference. In the event that the Contractor elects to preserve a .NET application, the Contractor shall be responsible for maintaining that .NET.	How stable is the financial .NET application and does it provide all the financial transactions features and functionality that the State requires for CCWIS? Please provide details of the functionality that the .NET financial system provides.	There is no standalone or single .NET that provides all the financial functionality. Presently, the range of financial requirements in CHRIS are accomplished across a range of different systems, including third party systems (e.g. Great Plains). This is discussed in Attachment A.
40	RFP - Page 21, Section 2.2.5 Minimum Qualifications	In order to be considered as a viable vendor to the State for this project, the Contractor or its Subcontractors or employees (unless otherwise indicated below) must meet all of the below Minimum Qualifications.	Please confirm that experience as a Subcontractor on a relevant previous engagements will be acceptable to meet one or more Minimum Qualifications.	Confirmed. Pursuant to RFP Section 2.2.5, Minimum Qualifications requiring experience may be satisfied by the Contractor, Subcontractor, or the employees of either.
41	RFP - Page 22, Section 2.3.2 Oversight Support	The complexity and challenges of developing and implementing the Future System justifies the services of a third-party Independent Verification and Validation (IV&V) oversight vendor. The State anticipates engaging an IV&V Vendor at the start of this project, the Contractor shall cooperate with an IV&V Vendor when one is engaged.	Does the State intend to issue a separate competitive procurement for selection of a third-party Independent Verification and Validation (IV&V) oversight vendor?	The State has not made a final decision. There will be an IV&V contractor in place, but it will not be procured as a part of this solicitation.
42	RFP - Page 23, Sec 2.3.3.1 Organizational Change Management and Stakeholder Communication Plan	Organizational Change Management	Given the significant capacity challenges in the Child Welfare Program, many States are evaluating business processes before automation. Do you intend that scope to be included in this procurement, and if not, do you intend to issue a separate procurement? If you don't intend to procure these services, would the State be interested in optional services included in a bid to drive capacity gains in alignment with the technology services?	The State has begun this work with its PMO Vendor. The State will not be crafting a separate solicitation. The Business Process documents created to date are provided for Respondent review as part of Addendum #4.
43	RFP - Page 32, 2.5.4 Data Quality, Data Conversion, and Data Migration	Data conversion will need to occur from multiple legacy systems, including CHRIS, multiple .net applications, and Child Welfare documents in Edoctus, the current DCFS document management system.	Please provide more details about Edoctus such as deployment, infrastructure and if this software support industry standards to help in conversion of this information.	Edoctus is deployed on premises. It supports industry standards for data conversion and has APIs.
44	RFP - Page 32, Section 2.5.4.1 Data Conversion and Data Quality Plan	The Contractor will perform a trial conversion(s) prior to performing UAT, will collaborate with the State to resolve any data issues identified, and will provide tools for the State to validate the data.	We assume that the State will be responsible for cleaning up bad data which resides in source systems and the vendor's responsibility is to help the State to identify those issues. Please confirm.	The State is relying on a vendor to propose a data conversion approach that minimizes State-worker labor. The State recognizes that, ultimately, some data clean-up will require State input, but expects the least amount of State work that is practicable.
45	RFP - Page 32, 2.5.4 Data Quality, Data Conversion, and Data Migration	Additionally, all images currently stored in the legacy systems need to be migrated to the Future System.	What types (format) of image files have been captured in these systems? Does DHS have an estimate of the total size these files represent? Has the State verified the necessity that all image files must be converted?	There are 88,619 image records in Blob format. The State is amenable to a solution which converts less than the total history of photographs (e.g. only the latest photograph). See also the Answer to Question #96.
46	RFP - Page 33, Section 2.5.5 Testing	Final testing will include: • User Acceptance Testing (UAT) — Developed, performed and lead by the State end-users (the State and its PMO will develop test scripts leveraging the test scripts provided by the Contractor) with support from the Contractor.	Will UAT be performed by State personnel or will the State contract with a third party vendor to provide User Acceptance Testing (UAT) Services?	UAT will be performed by State users, not a third party.
47	RFP - Page 45 - 2.7.5 Contractor Local Office	The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input). and All Key Personnel and no less than 50% of each Contractor team shall be on-site at any time during regular business hours.	Depending on the timing of events related to the current national and world health crisis, does DHS have contingency plans for dealing with COVID-19 as it might impact the CCWIS project? While the RFP states, "The State is amenable to development work being performed by the Contractor in an off-shore setting" and this can mitigate some concerns, how will the agency address potential social distancing needs for the activities described in the RFP and cited here? These activities assume and to some extent require co-location of sizeable numbers of individuals on the project.	Please see the Answer to Question #17.
48	RFP - Page 45, 2.8 Training	The Contractor will create training materials and lead all training activities prior to go-live. DHS has approximately a dozen training labs outside of Little Rock at various county offices which can be leveraged for training.	Please provide the number of DHS staff by job role/category who will need training before go-live. Will the staff requiring training be able to travel to a couple of centralized training labs or is it required to provide training at various county offices?	Please see the Answer to Question #271, all users will require training. Minimal travel is acceptable. The State's training vendor has five locations for training throughout the State which may be used.
49	RFP - Page 53, 2.14 Adherence to Federal Requirements	This RFP was developed with the intention of obtaining a Future System which is completely compliant with the requirements of the CCWIS Final Rule and all other applicable Federal laws and regulations...The State intends for the Future System to be a fully compliant CCWIS.	Since USDHHS/ACF/DSS has yet to publish a definitive CCWIS compliance assessment review guide (similar to the SACWIS SARGE), has DHS established its own CCWIS compliance assessment methodology, checklist, criteria, etc.?	No. The Contractor will need to provide CCWIS compliance plan within 30 days after the Contract start date.
50	RFP - Page 57, Section 3.2 Technical Proposal Score, C.3	3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.	Please clarify what the State means by the Financial Disclosure section. Please provide the scoring/formula to compute the Financial Disclosure points.	The reference to Financial Disclosures and points assigned thereto on page 57 of the RFP is an error and has been struck. This does not remove the Financial Stability section 2.2.5.1 which, like all Minimum Qualifications, is scored on a Pass/Fail basis.

51	RFP - Page 61, Section 4.5 Performance Bonding	The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.	A Performance Bond of 100% of the contract amount will be a severe financial issue for a number of small to medium size bidders who may otherwise be very capable of providing the solution required by the State. This will severely limit the competition to large corporations. We would like to request the State to accept a performance bond of 10% of the contract amount instead.	This question is under further review and an answer is forthcoming.
52	Attachment_A - Page 3 - 1.1.2 Mobility	Certain Future System functions available on mobile devices (e.g. display, edit, query) should work regardless of device connectivity. When connectivity is restored, the Future System shall allow synchronization of work done on a user's mobile device with the system	Can State elaborate on what functions the Future system must make available for offline purposes?	The State is interested in whatever features a vendor may offer offline. Aside from what is required by the RFP (related to offline capture of, among other things, assessments in areas with no connectivity) the State is interested in learning about offerings.
53	Attachment_A - Page 3 - 1.1.3 Travel	The Future System may comprehensively address these complex travel issues, including leveraging mobile technology and any other industry innovations as appropriate.	Please elaborate on this requirement. The Future System can have this functionality, but it may require additional software and licenses. Can these be presented as optional components?	Everything proposed by a Respondent should be priced into the proposed price. To the extent that a non-mandatory feature is cost prohibitive, a Respondent may decline to propose it and not include it in its price.
54	Attachment_A - Page 9- 1.2.2.1 Hotline	The hotline operates 24 hours a day, seven days a week, 365 days a year. ASP hotline personnel use a phone system owned and operated by the ASP.	Will the Future System integrate and provide CTI integration or APS will use the system via available channels?	The State expects the system will be used via available channels. Please refer to Attachment A for a discussion of how hotline staff use the system.
55	Attachment A - Pages 28-31 - Differential Response	General question about Differential Response.	To what extent, if any, are data/workflows/business processes unique to Differential Response currently reflected in CHRIS (or ancillary systems)?	There are only a few unique attributes to this business process flow. A Differential Response workflow is among the workflows posted with Addendum #4 (please see the Answer to Question #42).
56	Attachment A - Page 48 - 1.7.3.1 Placement Provider Search and Communication	The Future System shall either interfaces with the Foster and Adoption Family Portal .NET applications or implement its own State-approved solution.	Does "...its own State-approved solution..." refer to a solution proposed by the successful Future System offeror, or a solution developed/procured/acquired separately from this procurement? Also, if this means a solution proposed by the successful Future System offeror, what will constitute State approval? The fact that the offeror included a Foster and Adoption Family Portal in its proposal and solution and the offeror was selected for award?	The State's desire is for the Contractor to build a new system to serve this purpose, allowing the State to discontinue using the .NET. However, the selection of a particular vendor will be based on their overall solution and the State reserves the right, during negotiations, to negotiate the removal of any removable system component if possible and practicable.
57	Attachment_A - Page 60- 1.8.3 Payment Determination and Tracking	Currently, trust account information gathered from another application (Great Plains, which is a Microsoft Dynamics third-party application) is received in a daily report that is electronically uploaded into CHRIS for this purpose.	Is Great Plains deployed onsite or in Microsoft Cloud?	Onsite.
58	Attachment_A-Page 70 - 1.11.1 Anticipated Data Exchanges and Data Exchange Partners at Implementation	Future System will effectively exchange data with these systems and applications, utilizing a real-time interface via the State's enterprise service bus for all partners wherever possible.	Will the Vendor have access to develop new interfaces on State ESB or have to depend on other vendors/DIS to develop these ESB interfaces?	Contractor will have access to develop new interfaces on the State's ESB. There are onboarding and governance procedures associated with this.
59	Attachment E - Cost Proposal Summary Tab & Hosting Tab - Annual Hosting Cost	Respondent will be evaluated based on their "Total One Time and Ongoing Costs" amount. It is the Respondent's responsibility to ensure that costs on this sheet reflects the full Proposal cost for the services outlined in the RFP.	On the 3. Cost Proposal Summary tab the Annual Hosting Cost (cell B16) does not seem to be included in the "Total One Time and Ongoing Costs" (cell C17). Whereas on the 8. Hosting Tab the instructions seem to indicate that Hosting Costs will be evaluated ("The Respondent should price its recommended hosting approach in Table 1. The pricing from this recommended approach will be evaluated.") Please confirm the Annual Hosting Cost will not be considered in cost evaluation for the RFP and should not be included in the "Total One Time and Ongoing Costs" (cell C17) .	Hosting will be considered in the cost evaluation for the RFP. Attachment E has been updated as part of Addendum #4 to reflect this. Please see the updated solicitation documents.
60	Attachment E - DDI Tab - Proposed Allocation for Key Deliverables & Milestones	Deliverable/Milestone. Insert proposed deliverable or milestone.	In the 1. Introduction tab it is stated that vendor should not "add, edit or adjust cells unless specifically requested to do so". Is the vendor allowed to insert additional rows in the table to propose additional deliverables/milestones that cannot be listed in the given space?	Ten additional rows have been added for vendors to propose additional deliverables/milestones. Please see the updated solicitation documents posted with Addendum #4.
61	Attachment E - System M&O Tab - Upgrade, Enhancements and Modifications	Upgrade, Enhancements and Modifications Hours Proposed for Year 2 & 3	It appears from the table that vendor can only propose Upgrade, Enhancements and Modifications hours from year 4 and not for Year 2 (cell D13) & 3 (cell F13). How will Upgrade, Enhancements and Modifications be handled in years 2 & 3? Does the State not expect any Upgrade, Enhancements and Modifications in year 2 & 3?	Per the instructions, the state plans to have "pool" hours available in the contract for upgrades, enhancements, and modifications. The State has estimated 15,000 hours per year in Contract Years 4 - 7 for consistent comparison, but the use of these hours is not reserved for these contract years. In the event the system is implemented and in the M&O period in a contract year before Year 4 (e.g. the system is fully implemented in two years and M&O is occurring during contract year 3) this pool is available then.
62	Attachment I, Page 2, Clause D-2	For every one (1) business day past the agreed upon date the Contractor fails to obtain ACF determination of CCWIS compliance, one (1%) shall be deducted from the available payment for this deliverable/milestone.	Our understanding is that securing ACF CCWIS certification / compliance will be the State's responsibility and the contractor will only be responsible for any solution related issues and not for any procedural delays on the part of the State or ACF. Please confirm.	Please see the Amended Attachment I. This metric has been revised to a standard of shared accountability with the Contractor for the State receiving less than the full amount of Federal participation in the event that Contractor's development led to diminished CCWIS compliance.
63	RFP, Page 3, section 1.6, C	Contractor may request exceptions to NON-mandatory items. Any such request must be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)	Could the State please be more specific about where to find the 'Agreement and Compliance Page'? We do not see anything titled as such in Attachment B TECHNICAL PROPOSAL PACKET 710-20-0041.	The Agreement and Compliance page has been added to Attachment B as part of Addendum #4. Please see the updated solicitation documents.

64	RFP, Page 6, section 1.14 PRICING	The Official Bid Price Sheet is provided as a separate PDF file posted with this Bid Solicitation.	Please provide the Official Bid Price Sheet .pdf as indicated for the Pricing response.	Please see the Answer to Question #34.
65	RFP, page 10, section	Voluntary Product Accessibility Template (VPAT), if applicable.	Is this a mandatory requirement for this solution/submission?	Section 1.26 of the RFP details when a VPAT is required.
66	RFP, Page 3, section 1.5	Contractors wishing to attend the bid opening must report to the main entrance of the Arkansas Department of Human Services, Donaghey Plaza South, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist.	Given Governor Hutchinson's declarations related to COVID-19, does the State still expect to host a bid opening?	As the situation remains fluid, the State cannot yet determine how it will open bids and whether in-person or virtual attendance is permitted. In the past few weeks the State has hosted live-streamed and other forms of virtual bid openings. Depending on the situation at the time of proposal submission, the State may elect to pursue this course. Any decision made in this regard will be posted with the solicitation materials.
67	RFP, Page 1	Delivery of Response Documents	Given Governor Hutchinson's declarations related to COVID-19, will the State consider an electronic submission of response documents?	Please see the Answer to Question #33.
68	RFP, Page 56, section 3.2	The top three ranked Respondents on the Round 1 Consensus Score Sheet will be invited to deliver an Oral Presentation/Demonstration to the Evaluation Committee. The schedule, subject and duration of these Presentation/Demonstrations will be determined by the State.	Could the State elaborate what the demonstration requirements are, such as any specific scenarios or functionality that the State expects to see? Additionally, how many hours will be allotted for the presentation/demo? This information would be useful in advance given the short window between downselect and presentation dates.	The State intends to require any advanced Vendors to prepare a presentation in accordance with its instructions, which instructions will be shared at the time of invitation. Instructions shall be shared sufficiently in advance to allow the Vendors to prepare a thoughtful presentation and demonstration. The instructions will include the length of the presentation.
69	RFP, Page 1	Bid Submission: May 22, 2020 10:30 a.m CT	We would like to request a two-week extension to the 5/22 RFP due date. This will allow us to evaluate your Q&A responses in order to properly formulate our scope and pricing for this solicitation. Our team wants to ensure that we are thorough in providing you with everything you need for your evaluation.	Please see the Answer to Question #21
70	Attachment A, Page 9, Section 1.2.2.1, Paragraph 4)	"The Future System will be used by hotline staff as described below. The State is interested in how Future System efficiencies may contribute to a reduction in call time, and thus, a reduction in hold time."	Does this imply a Computer Telephony Integration (CTI)?	The State does not expect a CTI solution. The State's primary interest is a system which promotes efficient and accurate use by hotline staff.
71	Attachment C, Tab 1.1 General, REQ G-73 and G-75	"The Future System shall monitor the quality of data and includes tools that test for and monitor data quality; The Future System provides a method for staff to easily access worker productivity tools as a menu options or with a similar solution."	In terms of data quality and productivity tools - are there specific ISV's that the State definitely wants to retain, or will it depend upon the platform selected for the Future System?	The answer to this question depends on the system ultimately selected. The State may have desired standards (e.g. address validation) but is open to options proposed by Respondents.
72	Attachment C, Tab 1.1.2 Mobility, REQ M-14	"All Future System data created, accessed or stored on a mobile device (including but not limited to files shall be safeguarded, on the device, in accordance with all applicable State and federal standards."	Many solutions have responsive designs that render all screens regardless of device (computer, phone, tablet). This simplifies development since you don't have to build mobile-specific forms. That said, does The State anticipate mobile customizations in order to meet all applicable State and federal standards re: mobile devices?	Please see the Answer to Question #13.
73	Attachment C, Tab 1.3 Client Information, REQ CI-14	"The Future System allows reversing the merged Clients into separate Clients."	Can this Requirement be met by a manual reverse merge?	Presently, the process to undo a merge is manual but also quite infrequent. The State is open to all ways to reverse a merge, including an automated way, but will accept a manual process.
74	Attachment C, Tab 1.4 Investigations and DR, REQ IDR-20	"The Future System shall maintain an accurate and current Child Maltreatment Central Registry as determined by law."	Is the "Child Maltreatment Central Registry" an external system that must integrate with the Future System, or should we architect for the registry to become a part of the Future System?	Whatever solution is taken will need to coordinate with the Master Client Index. No, the Child Maltreatment Central Registry is not an external system, it is presently manually referenced in parts of CHRIS. It is the State's intention that the Future System serve as the Child Maltreatment Central Registry.
75	Attachment C, Tab 1.5 Assessments, REQ A-5	"The Contractor collaborates with all third party assessment tool vendors and/or the State to integrate current and future assessment tools into the Future System."	How many integration points/systems are implied by this requirement?	Presently, three: CANS, FAST and SDM.
76	Attachment C, Tab 1.7 Provider Management, REQ PM-5	"The Future System allows the workers to select a Provider from the directory and view the detailed record of that Provider."	What technology or platform is the Master Client Index (and the future Master Partner Index) built upon including version number?	Informatica MDM solution version number 10.3.
77	Attachment C, Tab 1.7 Provider Management, REQ PM-29	"The Future System must either interface with the Foster and Adoption Family Portal .NET applications or implement its own State-approved solution."	Does The State have a strong preference in terms of replacing or integrating with the Foster and Adoption Family Portal .NET? How many business processes or functions are currently built into the Foster and Adoption Family Portal .NET app?	The State's preference is to replace all .NETs and to have one system.
78	Attachment C, Tab 1.7 Provider Management, REQ PM-60	"The Future System includes the CVT coding validation table and provides a method for it to be automatically updated."	Can The State provide additional details re: the CVT coding validation?	CVT stands for code validation tables. This is information about the appropriate cost allocation code. This information is presently maintained in DHS 9190.
79	Attachment C, Tab 1.8 Title IV-E Eligibility, REQ IVE-4	"The Future System's Title IV-E eligibility determination platform shall utilize business rules established by the State (in accordance with Federal requirements) to support eligibility determinations."	What is The State currently using for a business rules engine? Is it a stand-alone product, or are the business rules built into CHRIS via custom code?	The State's business rules are currently coded into CHRIS. The State's rules engine otherwise is Oracle Policy Automation, which is what the State wishes the CCWIS to use if practicable.
80	Attachment C, Tab 1.10 Courts, REQ CT-6	"The Future System shall support the automatic generation of Court Reports (as defined by ACA 9-27-361) through the development of forms for each type of Court Report."	How many Court Reports/Forms?	Currently there are two, but as part of this project the State would like a few more.
81	Attachment C, Tab 1.10 Courts, REQ CT-9	"The Future System supports the preparation of Affidavits, including the development of forms tracking the types of Affidavits, notifications or alerts about the need to prepare Affidavits, the ability to print the Affidavits when completed, and the storage of an image of the final affidavit from the court's docket."	How many Affidavits/Forms?	There is currently one affidavit form.

82	Attachment C, Tab 1.11 Interfaces, REQ I-3	<p>"The Future System shall support efficient, economical, and effective bi-directional data exchanges to exchange relevant data with the systems not covered in other requirements but listed as "Mandatory" in Attachment A - Sections 1.11.1 and 1.11.2, except in instances where the Future System replaces the functionality of a listed system, making an interface obsolete."</p> <p>Attachment A states the following:</p> <ul style="list-style-type: none"> • The SSRS Reports and Admin Tool has 350+ SSRS Reports (the Reports list in the Bidders Library has 225 Reports). • "Specifically, the Contractor shall prepare up to 50 low complexity reports, 50 medium complexity reports, and 25 high complexity additional reports." 	<p>How many Reports should we estimate in total? Should we assume:</p> <ul style="list-style-type: none"> • 225 SSRS Reports • + 50 ad hoc low complexity reports • + 50 ad hoc medium complexity reports • + 25 ad hoc high complexity reports? 	<p>No. In addition to the reports specifically named in Attachment A Section 1.12, the State expects the Contractor to build 50 low, 50 medium and 25 high complexity reports. The State included all reports for reference. The State expects that the number of reports requiring development will be lower than the present number of reports given the potential for a report or query builder (See Attachment A section 1.12.5).</p>
83	RFP, Page 36 section 2.5.7	<p>The Contractor must warranty the Future System for 12 months after all of the Future System functionality has been rolled out to all users, from the date of each release. During M&O period any defects identified will be addressed by the Contractor at no additional cost to the State. The Contractor may leverage the M&O processes to manage the issues/defects and fixes and will report progress as part of the M&O reports.</p>	<p>We typically see States expecting 60- or 90-day warranty periods for system implementations in the health and human services space. Can the State provide more context around the rationale for a 12-month warranty period?</p>	<p>The State has determined that a 12 month warranty period is in its' best interest relative to this solicitation.</p>
84	RFP, Page 44, section 2.7.5.	<p>In support of the shoulder-to-shoulder environment and collaboration, the Contractor will primarily work on-site. All Key Personnel and no less than 50% of each Contractor team shall be on-site at any time during regular business hours. The Contractors' staff must be available to participate in services-related meetings as scheduled by DCFS. On-site work must be performed during normal State business hours, Monday through Friday 8:00 AM until 5:00 PM.</p>	<p>Would the State consider reducing and/or removing on-site requirements?</p>	<p>Please see the Answer to Question #17.</p>
85	RFP, Page 44, section 2.7.5.	<p>The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input).</p> <p>C. 1. PMO office space for 8 closed offices for State and PMO Managers and 20 cubicles for state and PMO staff (dedicated and shared offices)</p> <p>D. 1. Ten dedicated and shared workspaces for part time staff 2. Two dedicated and 8 shared workspaces</p>	<p>Could the State elaborate how many total State employees the facility needs to accommodate? Are the 28 offices/cubicles in C.1. and 20 workspaces referenced in D.1. and D.2. included in the 50 employee headcount referenced?</p>	<p>Please see the Answer to Question #17.</p>
86	RFP, page 32, 2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION		<p>In terms of data migration, approximately how many tables (and how many rows per table), should we plan to migrate into the Future System?</p>	<p>Please see the Answer to Question #96.</p>
87	Attachment D, Tab Application Hosting, REQ 1-4	<p>Any contractor, application, or solution shall develop, document, and manage the processes and procedures for Interfaces and Batch Operations Architecture.</p> <p>Any contractor, application, or solution shall define job scheduling requirements, application software interdependencies, and rerun requirements for all production jobs.</p> <p>Any contractor, application, or solution utilize and manage scheduling tools for automating job execution (e.g., job workflow processes interdependencies, rerun requirements, file exchange functions, and print management).</p> <p>Any contractor, application, or solution will maintain a master job schedule and execute all batch jobs for the DHS Enterprise Program (e.g., any jobs provided by any vendor working on/with the DHS Enterprise Platform).</p>	<p>Does the State have any existing ETL or scheduling software?</p>	<p>The State is using OpCon for ARIES, has CA Auto Syss, and other scheduling utilities (Windwos Scheduler, Cron, etc.)</p>
88	Attachment D, Tab Application Hosting, REQ 8-10	<p>Any contractor, application, or solution shall maintain a detailed Disaster Recovery plan to meet Disaster Recovery requirements. Plan will include plans for data, back-ups, storage management, and contingency operations that provides for recovering the DHS Enterprise Platform within established recovery requirement timeframes after a disaster that has affected the users of the DHS Enterprise Platform.</p> <p>Any contractor, application, or solution shall provide support to the DHS support teams with implementing, configuring and testing disaster recovery.</p> <p>Any contractor, application, or solution shall develop action plans to address any issues arising from Disaster Recovery testing.</p>	<p>Would the State consider a Disaster Recovery (DR) and Backup solution provider by a SaaS provider acceptable or do you expect to have a dedicated solution for DR and Backup?</p>	<p>The State is open to different approaches for DR and Backup solutions, including but not limited to SaaS providers.</p>
89	Attachment D, Tab General System Behavior, REQ 37	<p>Any contractor, application, or solution will avoid point-to-point integrations. Application integration, both internal and external, will go through the DHS Enterprise Service Bus/Data Integration Hub.</p>	<p>Please elaborate on the current platform for ESB including version number.</p>	<p>The ESB is IBM AppConnect with WSR as the registry. The State maintains the current version (or n-1) and plans to remain current.</p>

90	Attachment D, Tab General System Behavior, REQ 48	Any contractor, application, or solution shall provide the ability to perform archival/full/incremental backups and the ability to perform open/closed database backups.	Please elaborate if this service can be provided through a SaaS provider.	The State is open to this service being provided by a SaaS provider.
91	Attachment D, Tab General System Behavior, REQ 69	Any contractor, application, or solution shall perform address validation for demographic information (e.g., USPS, Smarty Streets, AR GIS, etc.). Suggest the validated new address and prompt user to select either user entered address or validated address and then save accordingly.	What is the State's current Address validation and/or Geo Service provider?	The State is using Smarty Streets in ARIES, but there may be others.
92	General	Demo from other Vendors	Has the Agency seen product demonstrations from any other vendors?	Over the past several years various employees of DCFS saw system demonstrations at the State and at various trade shows, conventions, etc. Please note: there has been no demonstration or communication with vendors regarding the contents of this solicitation since DCFS began preparing this RFP in early 2019.
93	General	Budget	What is the ceiling budget for this contract?	Please see the Answer to Question #29
94	General	Enterprise Service Bus	What type of Enterprise Service Bus (ESB) does the agency currently have?	Please see the Answer to Question #89
95	Page 37, section 2.6.1.1	Cloud	Please clarify if the agency has any signed up/preferred cloud vendor?	The State has no preference, so long as RFP requirements are met.
96	Page 32, section 2.5.4	Legacy systems	How many years of legacy data should be migrated to the new system from the existing system? Please also elaborate on the size of data to be migrated (Tables, Rows, Disk Size)	As of March 1, 2020, the approximate total amount of data in CHRIS is 178 GB, of which 8.43 GB is unstructured (Blobs: images and attachments). It has a growth rate of approximately 1GB a month. There are 990 tables (including safe measures) and 686 million rows across those tables. The largest table is 40 million. There are 2 instances of datawarehouses (RPT2-PRD and Ireland) that are currently running in the production environment. The State expects all information in CHRIS to be converted.
97	Page 32, section 2.5.4	Data warehouse	How many data warehouses/marts are currently running?	Please see the Answer to Question #96.
98	General	Rules Engine	Please clarify if the agency has any preferred rule engine that the vendor has to use.	Please see the Answer to Question #79.
99	Page 18, Section 2.1.4.2	Framework	Please clarify whether the new system should be based on the .net framework or any other framework with the low-code approach.	The State does not have a standardized platform or language. The State will evaluate all qualified proposals on their merits.
100	General	Sign-on	Please clarify if the agency has a single sign-on for the users to log in. Also, please clarify if the agency has any active directory like Microsoft.	Please see RFP Attachment D. Internal users will use Active Directory. External users will use IBM Cloud Identity.
101	General		Please clarify if the agency is expecting the vendor to provide Voluntary Product Accessibility Template® (VPAT) for the proposed system.	Please see the Answer to Question #65
102	Page 21, Section 2.2.2.7 Juvenile Justice Information System (JJIS)	Integration	Please clarify if the vendor needs to integrate the new CCWIS with the new JJIS as well when it is implemented.	The future system will need to integrate with the new JJIS.
103	Page 20, Section 2.2.2.4 TR1 DHS Travel System	Integration	Please clarify if the new CCWIS has to integrate with the travel system to fetch the travel-related data that needs to be processed. If so, please share the details that the vendor has to accommodate in the current system.	The future system will need to integrate with the new travel system. As more information about this system becomes available it will be shared. If it becomes available after award the State will share it during negotiations, as applicable.
104	Technical Proposal	Information for Evaluation	Can we add Cover Page, Cover Sheet, Cover Letter, and Executive Summary at the beginning of the Technical Proposal?	DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information. There is a 150-page limit to a Respondent's System Proposal and a 100-page limit to their Business Proposal. This page limit includes any screen shots or diagrams. How the page limits are allocated is at the Respondent's discretion. Respondent's should not provide any information that is not pertinent to an itemized request. Please refer to Attachment B - Technical Proposal Packet- Information for Evaluation for response instructions.
105	Page 6, Section 1.14 Pricing	Official Bid Price Sheet	There is a statement that the Official Bid Price Sheet was provided separately with the Bid Solicitation, but we could not find it on the website. Please share this sheet.	Please see the Answer to Question #34.
106	Page 4, Section 1.8	Response Document	Should the respondent complete Attachments K and L and submit along with the Technical Proposal Packet?	While a completed Attachment L and K are not required, submission of a proposal implies agreement to the terms therein. See RFP Section 4.3. Please also see the Answer to Question #173 below.
107	Page 5, Section 1.12 Agreement and Compliance Pages	Agreement and Compliance Pages	There is a reference in the solicitation document to sign all Agreement and Compliance Pages. Please explicitly specify which Agreements/pages are to be signed and included as part of the technical response packet.	Please see the Answer to Question #63.
108	Attachment J, Page 7	Liability Clause	How will the Federal/State authorities determine noncompliance? Will it be based on objective criteria that they would share with us or would it be subjective; if it is subjective, it would subject us to high legal risk.	The clause in question indicates only a Federal determination of non-compliance, not a State determination as incorrectly posited by the question. Noncompliance with Federal regulations and standards is determined by Federal regulators.
109	Attachment I, Page 7	Performance Bond Clause	We would like to know if there is any scope for negotiation in this provision. The provision in its current form subjects us to unlimited liability and puts an almost unrealistic target of compliance of 100% with service criteria. Can we restrict the liability to two times the value of the contract, or make the SLA a more realistic 98%?	No. Please see Attachment I, 'Performance Bonding'
110	Page 4, Section 1.8	Response Document	Will the Government consider the submission of bid response via an email given the widespread impact of the COVID-19 virus on normal work environments?	Please see Answer to Question #33
111	Page 35, Section 2.5.6	Implementation and Go-Live	Does the State have any preferred time frame for the go-live of the new CCWIS solution?	No.

112	Page 37, Section 2.6	System Hosting	Our proposed solution is AWS hosting compliant. Will the State pay for AWS hosting in this scenario? Or is the Contractor required to price the AWS infrastructure cost in addition to the monitoring and management services?	In your bid, please factor in the cost that would be charged to the State for the hosting approach you propose in your proposal.
113	Attachment B Technical Proposal Packet, Page 17	Contact Information	For the candidates, the resume agency has asked for Contact Information for each project or engagement. Does the agency expect a reference for each project? If yes, would the agency allow us to provide one reference for each candidate instead of each project? What field does the agency expect in contact information?	The State requires contact information for each project to be considered as fulfilling the requirements of this RFP. The contact information must be for the contract manager or project manager of the project, and include minimally, the name of the contact and phone number, and preferably, an email address. If the named contact is deemed non-responsive within five (5) business days, bidder submission may be disqualified. Please note, this is not the same as the written references required for the Engagement Director/Executive and Project Manager in item four of this prompt.
114	Page 39, Section 2.7.2	Table 1, Table 2	If the contractor is proposing the same person for two roles, such as DDI Key Personnel and M&O Key Personnel, do we need to provide his/her profile for each position?	Yes, please list the resource in both places to avoid confusion. If any information (such as a CV) is being attached related to the candidate, it may be attached once but referenced twice.
115	RFP Page 47, Section 2.8.2	TRAINING CURRICULA AND MATERIAL DEVELOPMENT "The Contractor will also be responsible for developing Train-the-Trainer content that can be delivered to the State's contracted training entity for use in the future. In addition, the Contractor will deliver this content to the State's contracted training entity in a face-to-face setting."	It was referenced in Section 2.8.2 Training Curricula and Material Development that "the Contractor will also be responsible for developing Train-the-Trainer content that can be delivered to the State's contracted training entity for use in the future." When is it anticipated that the State's contracted training entity will be on board in the project timeline? Will the State's contracted training entity or State training resources be delivering the Instructor-Led classroom end-user training?	The State's training vendor, MidSOUTH, is already under contract. See RFP Section 2.8 regarding the State's training expectations.
116	RFP Page 18, Section 2.1.4.2, 2nd Paragraph	In the event that the Future System does not offer a solution which provides an identical or substantively similar functionality as a .NET, the State is amenable to working with the Contractor to preserve one or more .NET applications and interface them with the Future System. This is not, however, the State's preference. In the event that the Contractor elects to preserve a .NET application, the Contractor shall be responsible for maintaining that .NET.	While we understand that the State is amenable to working with the Contractor to preserve one or more .NET applications and interface them with the Future System, would it be fair to assume that to make sure that the State is able to evaluate the "total cost of ownership" across all bidders, the Contractor is still expected to include the costs of moving all the .NET application functionality into the new system?	A Respondent is required to include, as part of its bid price, the cost of everything it proposes to do. The State's preference is to retire all .NET systems if practicable. If a Respondent proposes to replace all .NETs, the cost for this must be included in its bid.
117	Attachment I, Table 1: DDI Performance Indicators	Critical Severity – Operational Readiness Review. The Future System shall pass all requirements of the ORR to the State's satisfaction in accordance with SOW Section 6.6 by a date agreed upon by the Contractor and State. High Severity – Project Schedule. The Contractor shall deliver a Project Schedule compliant with SOW Section 6.1.3 within thirty (30) calendar days of the Contract Start Date. This Schedule shall be updated on a mutually agreed upon periodicity. High Severity - Change Request Response. During the course of DDI, Contractor shall provide a Project Change Request (see SOW Section 4.5) within fifteen (15) days of the request from designated State staff. The Project Change Request shall include written estimates and design documents for the State's review and approval. Reports. All reports required by the Contractor shall be furnished to the State or Federal Government in accordance with the requirements of the Contract. This standard shall not include Key Federal Reports	Can the State please provide the SOW referenced in Attachment I or remove the reference if it is included by error?	Attachment I has been amended. For definitions and requirements, please see RFP Section 2.5.6 for Operational Readiness Review (ORR), 2.3.5 for Project Change Request, 2.5.1.3 for Project Schedule, and 2.5.1.4 for Project Status Reports.

118	RFP Page 3, Section 1.6 Acceptance of Requirements and Page 5, Section 1.11 Proposal Signature Page	<p>1.6 ACCEPTANCE OF REQUIREMENTS.</p> <p>A. The words "must" and "shall" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.</p> <p>B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.</p> <p>C. Contractor may request exceptions to NON-mandatory items. Any such request must be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Contractor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)</p> <p>1.11 PROPOSAL SIGNATURE PAGE.</p> <p>A. An official authorized to bind the Contractor(s) to a resultant contract must sign the Proposal Signature Page included in the Technical Proposal Packet.</p> <p>B. Contractor's signature on this page shall signify contractor's agreement that either of the following shall cause the contractor's proposal to be disqualified:</p>	<p>AS WE WORK THROUGH THE RFP AND OUR APPROACH, WE BELIEVE THERE WILL BE SOME RFP PROVISIONS AND TERMS THAT WILL REQUIRE SOME FLEXIBILITY, INCLUDING CLARIFICATION AND/OR OTHER ADJUSTMENT.</p> <p>In that context, we are concerned that the language of Section 1.6 and 1.11 and the wide spread use of the terms "must" and "shall" will restrict DHS' ability permit the needed clarifications and other adjustments.</p> <p>Other DHS RFP's that we are aware of have used an approach that did permit Vendors to identify needed clarifications, terms or other adjustments.</p> <p>We include below the sample DHS RFP term that permitted the flexibility we are seeking. We also provide the same sample term updated for use in the RFP, including identification of areas where we request DHS allow for clarification/adjustment.</p> <p>To align with the above approach, it would also be necessary to strike subsection B of 1.11 and update. The updated section below would replace RFP Section 1.6.</p> <p>Excerpted/Unmodified DHS Section from the other DHS RFP: *** RFP2.4.1 Interpretive Convention</p> <p>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 Vendor(s) to satisfy that intent may cause the Proposal to be rejected. Unless specifically disallowed on any specification herein, the Vendor may provide clarification to any point</p>	No, the State will not substitute this language for existing language in the RFP
119	RFP Page 4, Section 1.8 B. Official Bid Price Sheet	Contractor's original Official Bid Price Sheet must be submitted in hard copy format.	Can the State provide a template of the Official Bid Price Sheet referenced in Section B. Official Bid Price Sheet?	Please see the Answer to Question #34.
120	page 44, section 2.7.5	The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input).	In regard to the cost workbook (attachment E), we do not see a line item for the requirement to obtain shared office space. Where would you prefer we indicate this cost in our pricing?	Please use tab 7. Other Costs to enter this information.
121	General	N/A	Would the State consider an extension of the May 22nd due date?	Please see the Answer to Question #21
122	General	Rules Engine	Please clarify if the agency has any preferred rule engine that vendor has to use?	Please see the Answer to Question #98
123	General	Sign-on	Please clarify if the agency has single sign-on for the users to log in. Also, please clarify if the agency has any active directory like Microsoft.	Please see the Answer to Question #100
124	General	N/A	Please clarify if agency is expecting the vendor to provide Voluntary Product Accessibility Template* (VPAT) for the proposed system.	Please see the Answer to Question #65
125	General	Demo from other Vendors	Has the Agency seen product demonstration from any other vendors?	Please see the Answer to Question #92
126	General	Budget	What is the ceiling budget of this contract?	Please see the Answer to Question #29
127	General	Enterprise Service Bus	What type of Enterprise Service Bus (ESB) do the agency has currently?	Please see the Answer to Question #89
128	RFP Page 4, Section 1.8, C	Twelve (12) complete hard copies (marked "COPY") of the Technical Proposal Packet.	In light of all the recent COVID-19 circumstances and to avoid packages from all over the nation being sent to the agency, would it be possible to upload responses or send via email?	Please see the Answer to Question #33
129	RFP Page 37, section 2.6.1.1	Cloud	Please clarify if the agency has any signed up/preferred cloud vendor?	Please see the Answer to Question #95
130	RFP Page 32, section 2.5.4	Legacy systems	How many years of legacy data should be migrated to the new from existing system?	All data should be converted from CHRIS.
131	RFP Page 32, section 2.5.4	Data warehouse	How many data warehouse/mart that are currently running?	Please see the Answer to Question #86.
132	RFP Page 18, Section 2.1.4.2	Framework	Please clarify should the new system should be based on .net framework or any other framework with low-code approach.	Please see the Answer to Question #109
133	RFP Page 21, Section 2.2.2.7 Juvenile Justice Information System (JJIS)	Integration	Please clarify if the vendor needs to integrate the new CCWIS with new JJIS as well when it is implemented?	Please see the Answer to Question #102
134	RFP Page 20, Section 2.2.2.4 TR1 DHS Travel System	Integration	Please clarify if the new CCWIS has to integrate with the travel system to fetch the travel related data that needs to be processed. If so, please share the details that vendor has to accommodate in the current system	Please see the Answer to Question #103
135	Main RFP document, Section 2.2.2.1, Page 20	ARIES project is implementing an IE-BM solution for DHS.	Will the ARIES project / solution be responsible for managing entitlement and the new CCWIS solution validate or request an entitlement judgement from ARIES?	ARIES will be the system of record where Medicaid eligibility is determined and it will have an interface with CCWIS. The CCWIS will determine IV-E eligibility which will be fed to ARIES.
136	Main RFP document, Section 2.2.2.2, Page 20	MCI	What data is stored on each person / provider in MCI? Simply basic demographic? Other?	The MCI will contain demographic information and related functions as well as program participation data.
137	Main RFP document, Section 2.2.2.6, Page 20	MCI	Will Rocket Matter and all the other solutions being implemented in conjunction with DCFS needs use the MCI # / unique record as a key in their solution?	DHS is working to integrate other systems with the MCI, but at this time only system integrated is our ARIES system.
138	Main RFP document, Section 2.3.7, Page 26	Design Document	As Design document is due 30 days from contract, does the State have ALL requirements and business processes needed in the new solution documented in a current Functional Design / Requirements Document?	No, the state expects the vendor to facilitate requirement validation sessions and JAD. Please refer to the RFP.

139	Main RFP document, Section 2.3.7, Page 26	Requirements Traceability Matrix	Are documenting Business Requirements in Business Requirements Document for AR CCWIS in scope? Or does the scope only include creating a Requirement Traceability Matrix from existing Business Requirements Document?	The State is currently preparing high level business process documentation. The work to date has been posted as part of Addendum #4. The State expects the Contractor to help continue this process and to create the Requirements Traceability Matrix.
140	Main RFP document, Section 2.3.7, Page 25	Integrated Project Management Plan and required subplans:	12 subplans are listed to be delivered after 30 days from Contract Start Date. Some of these plans will require multiple iterations and vendor to work closely with DCFS stakeholders to produce the final version. Also, these documents will continue to be updated during the course of the project. Is DCFS expecting an initial draft version after 30 days and willing to have a final version after 60 or 90 days from Contract Start Date?	The deliverable in question (and its subplans) have drafts due within 30 days of contract start date, but the State does not expect these to be final plans. To wit, these particular deliverables will be continuously updated throughout the life of the project. The State will work with the Contractor on a Deliverables Expectation Document to finalize the scope and format of all deliverables.
141	Main RFP document, Section 2.3.7 Page 26/ 2.5.6.1, Page 35	Deployment Plan	What is the State's goal date for initial county roll out and final Roll out to all counties?	The initial roll out strategy has not been determined by the State. It may be dependent on proposals.
142	Main RFP document, Section 2.3.7 Page 26/ 2.5.6.1, Page 35	Deployment Plan	Will the State support a multi county at a time roll out plan?	Please see the Answer to Question #141.
143	Main RFP document, Section 2.7.3 Page 33	Work being performed in off-shore setting	What are the off shore security constraints for the project?	Please see the RFP, including but not limited to Attachment D. Some work may be done offshore, data must remain on shore. Security requirements are the same for on-premises work.
144	Main RFP document, Section 1.3 Page 3	Term of the contract shall be upto 1 year.	Since the initial contract term is for 1 year, does DCFS expects the new solution to be fully designed, developed and implemented within 1 year?	Please see the Answer to Question #2
145	Attachment A, Section 1.1.3	Travel	Is Field Service management (scheduling of most effective travel and distance) in scope or a nice to have?	It is a "nice to have." To the extent a proposal references the ability for the future system to include this or any feature, the price of this feature must be included in the bid price.
146	Attachment A, Section 1.1.16	Records Retention and Security	Are security levels such as FedRAMP required?	Please see RFP Attachment D.
147	Attachment A, Section 1.1.16	Records Retention and Security	Is there a restore time (in hours, days) for making all records stored indefinitely to be accessible for reporting or other needs?	There is not a required time but the State desires as small a window as practicable in between data input and data availability for reporting.
148	Attachment A, Section 1.1.16	Records Retention and Security	Is there a restore time (in hours, days) for making all records stored indefinitely to be accessible for reporting or other needs?	Please see the Answer to Question #147.
149	Attachment A, Section 1.1.9	Document and File Upload	Does State have an existing Document Management System (DMS) that it wants the vendor to use for CCWIS project? Or should the vendor plan for a new DMS as part of the overall solution?	While the State has a small number of DMSs it does not wish for Respondents to propose them specifically. The State is open to Respondents' DMS proposals.
150	Attachment A, Section 1.8.3	Payment Determination and Tracking	What financial capabilities are required in the new system?	There are numerous financial capabilities required. Please refer to Attachments A and C.
151	Attachment A, Section 1.9.3	Unit Group Management	Is State looking for a full Workforce Management capability to manage staff schedule and tasks or is this just a calendaring/report function in CCWIS?	Attachments A and C provide the State's expectations and intentions regarding workforce management. It bears noting that many of the features of workforce management (e.g. vacation time accrual, payroll) are handled through other State systems and not CHRIS or the future CCWIS.
152	Attachment A, Section 1.2.2.2	Web-based Referral solution	Is a web-based Referral solution must be included in scope and cost of the RFP response or is it a nice-to-have feature?	It is a "nice to have." To the extent a proposal references the ability for the future system to include this or any feature, the price of this feature must be included in the bid price.
153	Attachment A, Section 1.3.3.1	Adding a Client in MCI	Please provide the technology being used to implement MCI in ARIES. Is MCI being designed such that client information in MCI can be updated by new CCWIS system?	MCI is built on Informatica MDM and yes DHS requires the new CCIS system to utilize the MCI.
154	Attachment A, Section 1.11.1	1.11.1 Anticipated Data Exchanges and Data Exchange Partners at Implementation	Does State/DCFS have existing contracts or agreements with these agencies/systems for data exchange? Or does State/DCFS expects the vendor to negotiate and finalize data exchange agreements with these agencies/systems?	The State maintains contracts with many of the external agencies/system owners (e.g. DNET, Safe Measures, Courts), but not all. The State's PMO vendor will help facilitate obtaining any additional contracts, but the State expects the Contractor's assistance and support in this effort.
155	Attachment A, Section 1.11.2	1.11.2 Current Applications External to CHRIS	Does State/DCFS have existing contracts or agreements with these agencies/systems for data exchange? Or does State/DCFS expects the vendor to negotiate and finalize data exchange agreements with these agencies/systems?	Please see the Answer to Question #154.
156	Main RFP document, Section 2.1.2 Page 16	Child Protective Services	How many reports of abuse does DCFS receive through the phone center annually?	In 2019 there were 34,226. Please see the Annual Report Card SFY 2019 here: https://humanservices.arkansas.gov/images/uploads/dcs/publications/ARC_SF_Y_2019_-_Final.pdf Please see the Quarterly Report Card for the first quarter of SFY 2020 here: https://humanservices.arkansas.gov/images/uploads/dcs/1st_Qtr_QPR_SF_Y_2020_-_FINAL.pdf

157	Main RFP document, Section 2.1.2 Page 16	Child Protective Services	Of those calls, how many or what percentage is typically escalated to warrant further investigation?	Please see the Answer to Question #156.
158	Main RFP document, Section 2.1.2 Page 16	Child Protective Services	And what percentage of investigation lead to the child being removed from their home or designated to remain in the home with the agency monitoring the case?	Please see the Answer to Question #156.
159	Main RFP document, Section 2.7.5 Page 44	Contractor Local Office	Is it possible, with today's remote work technology and future uncertainty stemming from the COVID-19, would you be open to the contractor establishing a smaller office with an adequate sized highly qualified full-time team onsite and an additional team members providing excellent support remotely? Is a smaller facility acceptable, and when large face-to-face meetings are needed and web-based trainings or collaboration will not suffice, the contractor can rent additional space for large meetings?	Please see the Answer to Question #17.
160	Attachment A, Section 1.11.2	SSRS Reports and Admin Tool	Will State be able to provide sample templates for 350+ SSRS reports?	The State will share any report template needed for development.
161	Attachment A, Section 1.11.1	Anticipated Data Exchanges and Data Exchange Partners at Implementation	Please define Mandatory, Tier 1 and Tier 2 interfaces. Are all 3 types to be integrated and fully supported by Future System before Go-Live of the new system? Or is State open to a phased-implementation approach after new Future System is live?	Please see Attachment C. It is the State's preference to have all interfaces working when the future system is deployed.
162	Attachment A, Section 1.11.1	Anticipated Data Exchanges and Data Exchange Partners at Implementation	Does the different levels - Mandatory, Tier 1 and Tier 2 - have an impact on Technical Proposal Scoring? If so, please explain.	Yes. A failure to meet any mandatory requirement results in the disqualification of a proposal. As stated in the Attachment B instructions, the quality and nature by which a respondent proposes to meet a Mandatory, Tier 1 or Tier 2 requirement will be factored into Technical Proposal scoring.
163	Attachment C	Assessments M-1	What off-line functionality (in the Mobile app) besides assessment completion is required?	Please see the Answer to Question # 52.
164	Main RFP document, Section 2.10 Page 5		Vendors may have additional questions after receiving responses on May 1. Given the size and complexity of this project, will you consider another round of Q&A with vendors to ensure responses adequately reflect your needs, goals, and requirements?	The State will not conduct a second round of Q&A.
165	Main RFP document, Page 1	Submission Deadlines	Given the level of effort required to respond to this RFP, and that the deadline for responses is at the beginning of a holiday weekend, will you consider extending the deadline to June 5?	Please see the Answer to Question #21
166		Covid Situation	Overnight and even 2 day mail service with USPS, UPS and FedEx is not reliable at this time due to the impacts of COVID-19. If a vendor's response doesn't arrive by the due date because of mail service failure outside of their control and can provide proof, will you consider accepting their proposal?	The State cannot accept proposals received after the due date and time.
167	Page 6, 1.14 PRICING; Page 58, 3.3 F COST SCORE	The Official Bid Price Sheet is provided as a separate PDF file posted with this Bid Solicitation. The "Total DDI & One-Time" cost and "M&O and Ongoing" cost on the Official Bid Price Sheet in the Technical Proposal Packet must match the corresponding figures in Attachment E.	The Official Bid Price Sheet is not located in the Technical Proposal Packet and we could not find a separate PDF file posted within the Bid Solicitation. Where can we find the Official Bid Price Sheet?	Please see the Answer to Question #34.
168	Page 5, 1.12 AGREEMENT AND COMPLIANCE	A. Contractor must sign all Agreement and Compliance Pages relevant to each section of the Bid Solicitation Document. The Agreement and Compliance Pages are included in the Technical Proposal Packet.	The Technical Proposal Packet contains the Proposal Signature Page and Proposed Subcontractors Form – which have specific a specific order within the submission. There are no other forms included within the Technical Proposal Packet. Can the State clarify which forms are designated as Agreement and Compliance Pages?	Please see the Answer to Question #63.
169	Page 4, 1.8 RESPONSE DOCUMENTS A1, B1-B2, C1	1.8 Original Technical Proposal Packet A1. A hard copy of the original Technical Proposal Packet (Attachment B) must be received on or before the bid submittal date and time. B. Official Bid Price Sheet. (See Pricing.) 1. Contractor's original Official Bid Price Sheet must be submitted in hard copy format. 2. Contractor should also submit one (1) electronic copy of the Official Bid Price Sheet and the completed Attachment E Cost Proposal, preferably on a flash drive. A CD will also be acceptable 1.8 C. Additional Copies and Redacted Copy of the Technical Proposal Packet be submitted: 1. Additional Copies of the Technical Proposal Packet a. Twelve (12) complete hard copies (marked "COPY") of the Technical Proposal Packet. b. Twelve (12) electronic copies of the Technical Proposal Packet, preferably on flash drives. CDs will also be acceptable. 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 shall govern. d. If OP requests additional copies of the proposal, the copies must be delivered within twenty-four (24) hours of request.	Due to the current COVID-19 pandemic, and some states having shelter in place orders, will the State accept electronic response submissions in lieu of sending the requested hard copies?	Please see the Answer to Question #33

170	Page 3, 1.3 TYPE OF CONTRACT, B Page 46, 2.8.1 TRAINING PLAN	From 1.3 (Page 3): "The term of this contract shall be for up to one (1) year... Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof." From 2.8.1 (Page 46): "The first draft of the Training Plan will be due to the State, for its review and approval, one year prior to the commencement of any training activities contemplated by the plan."	The contract terms define a period "up to one (1) year," while some sections of the RFP indicate deliverables (e.g., Training Plan draft) that are due one year prior to commencement of training activities. We would anticipate the implementation phase of a full-scale CCWIS solution (i.e., project kickoff through "go live") to span more than one year. Can the State please clarify their expectation of implementation phase duration for the CCWIS solution?	Please see the Answer to Question #2.
171	Page 1, SUBMISSION DEADLINE FOR RESPONSE	Bid Submission: May 22, 2020 10:30 a.m CT	In light of the ongoing COVID-19 crisis, and in order to allow the bidders sufficient time to collect and present all the information requested in the RFP, we would like to request an extension of the due date by a minimum of one week.	Please see the Answer to Question #21
172	Page 61, 4.5 Item A.1 Performance Bond	The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.	A Performance Bond at 100% of contract value will unnecessarily inflate all vendor bid pricing to cover the cost of such a large performance bond. Will the state specify a minimum dollar amount for the Performance Bond that the state is willing to accept so that all vendors can be consistent in their response and so pricing relative to the same size Performance Bond can be evaluated on a consistent basis by the state evaluation team?	No. The performance bond amount will be linked to a percentage of contract value.
173	Page 61, 4.4 Item B Liability	The Contractor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher.	Will the state be willing to negotiate on the dollar amount of liability during contract negotiations or will the state insist on the liability being equal to the final dollar amount of contract award?	The State intends to negotiate a Contract with the winning vendor. This negotiation may include adjustment to clauses which are not otherwise required by statute (whose inclusion is a matter of law), but the State is disinclined to negotiate on the subject of liability. A Vendor <u>may not</u> condition the submission of a proposal upon the State's acceptance of any modification or deletion of any clauses or the addition of any new clause. To the extent a Respondent would like to flag any requested changes to these clauses, it may submit a separate document listing these changes and the reasons for them in accordance with Attachment J.
174	Attachment C, 1.1 General, G17	Infinity Storage	Does the state currently know how much data (record) and file storage is currently needed to house their existing data in CHRIS?	Please see the Answer to Question #96.
175	Attachment C, 1.1 General, G27	All Client information maintained in the Future System shall be stored securely in accordance with all relevant federal and State standards and requirements.	Can the state define or provide a reference to the federal and state standards and requirements for stored data?	Please see Attachment D.
176	Attachment C, 1.1 General, G51	The Future System shall allow users to access the Future System from remote desktop and laptop locations.	Can we assume that if a cloud platform solution is chosen, users would be allowed to use any device available as long as the user follows the appropriate authentication methods to access the platform.	No. DHS will only permit users to use certain devices (e.g. users may be restricted from using their personal phones or computers). The State expects the Future System to have some way of approving the types of devices that can be used. Please also see Attachment D where the State describes the types of devices that the Future System should be able to operate on.
177	Attachment C, 1.1 General, G52	The Future System shall maintain historical records in accordance with DCF's policy.	Active customer data stays on disk until the customer deletes or changes it. Customer-deleted data is temporarily available (15 days) to customers online from the Recycle Bin. The retention policy for backup media is 90 days (30 days for sandboxes). Deleted / modified data cannot be recovered after 90 days (30 days for sandboxes). Salesforce also provides Event Monitoring: Event Monitoring enables customers to further investigate how their users are using the application. This includes insight into what Salesforce applications are being adopted by users' who is logging in and from where, what pages users are viewing, what reports users are running and exporting and other aspects of application usage. Field Audit Trail: Field Audit Trail lets you define a policy to retain archived field history data up to ten years, independent of field history tracking. This feature helps you comply with industry regulations related to audit capability and data retention. Do these features comply with the DCF's policy?	The State cannot confirm a vendor's ability to meet RFP requirements in the context of Q&A.
178	Attachment C, 1.1 General, G69	The Future System shall be ADA Compliant.	Salesforce follows the internationally recognized best practices in Section 508 of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA to the extent possible. Does this meet the needs for the state ADA compliance? For an overview of our accessibility support and to view independent accessibility reviews of Salesforce please see http://www.salesforce.com/company/legal/508_accessibility.jsp Additional accessibility details can be found at: https://help.salesforce.com/apex/HTViewHelpDoc?id=accessibility_overview.htm&language=en	The State will not validate a Respondent's ability to meet RFP requirements in the context of Q&A. The State will not click links submitted in Q&A or in proposals.

179	Attachment D, Application Hosting, 16	Any contractor, application, or solution shall encrypt all data at rest including backups using DHS and regulatory bodies (CMS, FNS, etc.) standards regardless of storage media.	<p>Customer Data stored within the Salesforce Services is not encrypted by default, and whole database encryption is not supported. However, the Salesforce platform provides capabilities to customers which enables them to encrypt their sensitive data at rest. Salesforce provides two option to encrypt customer data:</p> <p>Classic Encryption: This is a native Salesforce application feature which can be used to encrypt data via only custom field types. More information here: http://sfdc.co/FieldEncryption</p> <p>Platform Encryption: Platform Encryption allows customers to encrypt data stored through Salesforce such as: files and attachments, certain standard and custom fields, and use an advanced key management system. Customers can encrypt sensitive, confidential, and private data at rest on the Salesforce Platform to help meet privacy policies, regulatory requirements, and contractual obligations for handling private data. It uses native strong, standards-based encryption. Controls help to protect data, which include the use of derived data encryption keys and customer-controlled key rotation, generation, and destruction process.</p> <p>Is this an acceptable to encrypt data at rest?</p>	The State will not confirm whether a Respondent meets RFP Requirements in the context of Q&A. The State will not click links in Q&A or in proposal submissions.
180	Attachment D, General System Behavior, 51	f. IRS pub 1075, which points back to NIST 800-53 rev 3	Salesforce implements FedRAMP moderate control requirements from NIST SP 800-53 Rev. 4. Is this sufficient for this requirement?	Please see RFP Attachment D. The State will not confirm whether a Respondent meets RFP Requirements in the context of Q&A.
181	Attachment D, General System Behavior, 53	Any contractor, application, or solution shall adhere to the accessibility standard as outlined in the Section 508 compliance guidelines: (https://www.section508.gov/).	<p>Salesforce is committed to providing on-demand enterprise applications accessible to all individuals. This includes users working with assistive technology, such as speech recognition software and screen readers. To help meet our goal of accessible design, Salesforce follows the internationally recognized best practices in Section 508 of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.</p> <p>Salesforce introduced the Lightning User Experience, which brings a re-imagined user interface that is modern, efficient, and highly accessible. The Lightning Experience is engineered with Accessible Rich Internet Application (ARIA) features built in that help assistive technology users have the best possible experience with Salesforce. We provide software releases three times a year, ensuring that our customers can easily take advantage of the accessibility features introduced in each release.</p> <p>The Salesforce Lightning Experience Voluntary Product Accessibility Template (http://salesforce.com/company/legal/508_accessibility.jsp) serves as a guide in evaluating conformance to Section 508 of the Rehabilitation Act and WCAG within Salesforce Lightning Experience UI. The accessibility features available within Salesforce applications are dependent on the application UI configuration and Lightning component usage. For this reason, adherence to accessibility requirements should be evaluated throughout the design and final testing of the Salesforce application and not merely on a specific VPAT.</p> <p>The VPATs are encompassing of the features and functions of Salesforce products and provide an explanation of supporting features. If required, Salesforce will make itself available to review the VPAT and features with your organization's Accessibility team to determine the requirements and our ability to ensure accessibility.</p> <p> Copies of VPATs are available on the Salesforce website at:</p>	Please see the Answer to Question #65 regarding VPATs. The State will not validate a potential Respondent's ability to meet RFP requirements in the context of Q&A.

182	RFP Section 2.9.3 Software Upgrades	The State must approve all software upgrades, and in the event that the State does not approve the software upgrade, the Contractor must fully support the system and its functionality as is.	<p>Real-time upgrades All Salesforce core platform users are always on the latest version of our platform because everyone gets instant upgrades. Each time Salesforce releases a new version of the application and the platform, the entire community can take advantage of the latest innovations from our product development team.</p> <p>Our upgrades don't break your customizations Salesforce has solved a very challenging problem: providing seamless upgrades, where all customizations keep working, changes to the user experience are based on when users opt-in to new capabilities, and even custom code keeps working, whether it's written by the customer or by third parties.</p> <p>It's an IT professional's dream You no longer have to balance the desire to upgrade and take advantage of new features with the time and costs required to deploy software, redo previous customization and integration work, and train users on the new version.</p> <p>Our upgrades don't break your integrations Because of the requirement for seamless upgrades, our multitenant service must maintain backwards compatibility with the API used for integration. You only have to integrate with the service once, and that integration will keep running, even as we upgrade the platform.</p> <p>Rapid innovation Because we can deliver new capabilities without impacting your deployment, the days of 18-month (or 5-year) release cycles are over. Instead, we can deliver new capabilities three times each year, and you choose when to adopt these new capabilities simply by opting-in.</p>	There is no question. The state will not validate whether a vendor is meeting an RFP requirement in the context of Q&A.
183			<p>We typically don't offer SLAs with regards to issue resolution times, choosing instead to focus on response times as we work as quickly as possible to resolve the issue. Depending on your Customer Success Plan and the severity of the issue, customers can expect a response time between 1 hour and 2 business days. Turnaround time for issue resolution will vary based on issue complexity, response times from customer, severity, etc.</p> <p>For full details on incident severity and response times for customer issues, please refer to:</p> <p>Standard Success Plan: https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/product-specific-terms/standard-success-plan-salesforce.pdf</p> <p>Premier Success Plans: https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/product-specific-terms/salesforce-premierplans-with-accelerators.pdf</p>	This question does not request an answer. The State will not review material submitted outside of what is sent with a proposal. It will not pursue information submitted as hyperlinks in a proposal.
184	General	Bid Submission Date	Would the State consider an extension in the submission due date so that offerors can provide a satisfactory response?	Please see the Answer to Question #21
185	Attachment B, Information for Evaluation, Page 1	There is a 150-page limit to a Respondent's System Proposal and a 100-page limit to their Business Proposal.	Please specify the inclusions and exclusions in the page limits of System Proposal and Business Proposal. Are the cover letter, cover page, table of content, separators, etc. included in the page count?	Yes. The Technical Proposal should not include any ancillary documents, such as a cover letter (see RFP Section 1.8). Requested artifacts may be attached as exhibits and not counted towards the page limits. Please also see the Answer to Question #33.
186	Attachment B, Information for Evaluation, Page 1	There is a 150-page limit to a Respondent's System Proposal and a 100-page limit to their Business Proposal.	As there is a page limit for response to Attachment B, can we submit an Appendix/Annexure document to provide a detailed understanding?	There is a 150-page limit to a Respondent's System Proposal and a 100-page limit to their Business Proposal, each of which is prepared in accordance with the questions, prompts and instructions in Attachment B. To the extent that a draft document, resume or other artifact is requested it may be attached in an appendix. Information beyond what is requested is not permitted (see RFP Section 1.8).
187	Attachment B, Information for Evaluation, Page 1	There is a 150-page limit to a Respondent's System Proposal and a 100-page limit to their Business Proposal.	Does the State want System Proposal and Business Proposal in a single document? Or as two separate documents?	Proposals should be submitted in one document with two sections: a System Proposal and a Business Proposal (see Attachment B Instructions).
188	Attachment B, Information for Evaluation, Page 1	Provide a response to each section, addressing the item/questions listed.	Attachment B has several questions that account for 12-13 pages. Considering the page limits, does the State expect vendors to include the whole language of the questions in the response? Or can simply refer the question numbers from the response?	Please see the Answer to Question #296.
189	RFP Section 3.1 RFP Contents, Page 55	Attachment K - Pro forma contract Pro forma contract	Do we need to provide a response for Attachment K with our proposal?	Please see the Answer to Question #106.
190	RFP Section 3.1 RFP Contents, Page 55	Attachment L - Business Associate Agreement	Do we need to provide a response for Attachment L with our proposal?	Please see the Answer to Question #106.
191	RFP Section 2.9.2 TECHNICAL SUPPORT, Page 48	The State shall provide "Level 1" technical support.	What is the current ticketing system used by the State?	The State uses JIRA and Cherwell.
192	RFP Section 2.7.2 KEY PERSONNEL, Page 39	At a minimum, the Contractor will provide Staff with the following qualifications to fill the following roles for the DDI and M&O phases:	Can we have the same key resource for DDI as well as M&O (e.g. Proposed resource for Security expert can be same for DDI and M&O)?	Yes.
193	Attachment B, RFP Section 2.7 Project Staffing - Business Proposal, Page 11	For the Engagement Director/Executive and the Project Manager (See RFP Section 2.7.2) please submit two written references, per individual, from clients similar to DCFs.	Is there any specific format for references that the State is expecting? Please share the same.	There is no required form or format. See Answer to Question #113 for reference content. The requirement for separate, sealed envelopes has been revised in light of the Answer to Question #33.

194	Attachment B, RFP Section 2.7 Project Staffing Business Proposal, Page 11	For each proposed candidate, the Respondent must provide the following profile information: Full Name of project or engagement, Contact Information, Date(s) of Experience, Description of Duties	What is the State expecting as a response to "Contact Information"?	Contact information includes name, title, phone, and email address. See Answer to Question #113.
195	Attachment L, M-19, Performance based contracting, Additional Vendor Proposed Performance Indicators	To help the State in managing a more robust performance based contract, vendors are highly encouraged to propose additional Performance Indicators for each of the areas as below.	Does the addition of vendor proposed performance indicators impact the evaluation of a vendor's proposal?	Please see RFP Section 3.2 for a discussion of which proposal elements are scored.
196	Attachment E Cost Proposal - TAB 6- System M&O	Upgrades enhancements and modifications Year 2 and Year 3	Is it expected that the vendor enters hours in columns D13 and F13? These are currently BLUE	Please see the Answer to Question #61.
197	Attachment E Cost Proposal - TAB 5 - DDI	Column T-Total Hours per position to complete all activities	The total of hours seem to be adding ONLY columns D, H, J, R (e.g. T14=SUM(D14,H14,J14,R14))	The Cost Proposal Template Attachment E has been amended with Addendum 1.
198	Attachment A 1.1.15 Paperless Files, Page 7	Paperless Files	In section 1.1.15 the RFP mentions the future system shall hold all required documentation electronically. As part of a process mapping/business process redesign effort, has there been or are there plans for state program divisions to review all current policy and procedural documentation requirements across the various programs to determine forms, templates, and documents that no longer be necessary, or may become obsolete in a modern practice/future system?	The State would like to look at its business processes to identify where there is a potential to reduce paper, but the State cannot do that completely until it knows the capabilities of the Future System. The State has done some work to date identifying where paperwork could be reduced.
199	Attachment A, 1.1.15 Paperless Files, Page 7	Paperless Files	Also related to section 1.1.5 has the state considered how or if electronic signatures will be captured and does agency policy and or state law support/allow e-signature?	Electronic signatures are permitted by the State except in instances where a notary is required.
200	Attachment A, 1.1.16 Records Retention and Security, Page 7	Records Retention and Security	In section 1.1.6 DCFS policy requires the agency system to store records indefinitely. Considering the agency's plan to move to a paperless system, has the state surveyed associated state laws which may require changes to ensure agency record retention aligns with retention laws?	DCFS knows what the law requires and complies with it.
201	Page 1- Delivery of Response document	Delivery via commercial carriers and USPS	Due to the current COVID-19 situation and the uncertain nature of services (including commercial carriers-UPS, FEDEX), will the state consider the option of submission of the RFP response via EMAIL?	Please see the Answer to Question #33
202	General	Electronic Copy Submission - File naming Convention	Are there any file naming convention to be followed for technical proposal packet, pricing and attachments to be submitted as part of this proposal response?	There is no required file naming conventions, though files must be clearly labeled so that it is readily apparent which component of the proposal is which.
203	RFP Document: Page 6, Section 1.14 - A	Pricing: A. Contractor(s) shall include all pricing on the Official Price Bid Sheet and Attachment E only	We did not find the "Official Price Bid Sheet" in any of the attachments as part of RFP. Could the state provide the expected "Official Price Bid Sheet" template for submission?	Please see the Answer to Question #34.
204	RFP Document: Page 4, Section 1.8 - A, 2b	b. Original signed Agreement and Compliance Pages. (See Agreement and Compliance Pages.)	We did not find "Agreement and Compliance Pages" in Attachment-B. Could the state provide the expected template for "Agreement and Compliance Pages" for submission?	Please see the Answer to Question #63.
205	RFP Document: Page 5, Section 1.12 AGREEMENT AND COMPLIANCE PAGES, A	a. Contractor must sign all Agreement and Compliance Pages relevant to each section of the Bid Solicitation Document. The Agreement and Compliance Pages are included in the Technical Proposal Packet.	The Agreement and Compliance Page is not available in the Technical Proposal Packet - Schedule B. Could the state clarify expected section numbers to be signed from the "Bid Solicitation Document"?	Please see the Answer to Question #63.
206	RFP Document: Page 4, Section 1.8 - A. Original Technical Proposal Packet, 2b	e. Other documents and/or information as may be expressly required in this Bid Solicitation	Could the state provide a list of other document/information to be submitted as part of Technical Proposal Packet?	The "other documents/information" are items expressly requested in the RFP. To the extent that this RFP request draft plans, resumes, or other artifacts, these may be attached as exhibits (see Attachment B Instructions).
207	Attachment C - CCWIS Functional Requirements Matrix	Attachment Hard Copy and Electronic Copy	Could the state clarify the sequence of submission in the technical proposal packet?	Please see the Answer to Question #33 regarding revised submission requirements.
208	Attachment D - Technical Requirements Matrix	Attachment Hard Copy and Electronic Copy	Could the state clarify the sequence of submission in the technical proposal packet?	Please see the Answer to Question #33 regarding revised submission requirements.
209	Attachment J - Terms and Conditions	Attachment Hard Copy and Electronic Copy	Could the state clarify the sequence of submission in the technical proposal packet?	Please see the Answer to Question #33 regarding revised submission requirements.
210	Attachment K - Pro_Forma_Contract	Attachment Hard Copy and Electronic Copy	Could the state clarify if this document is required for submission? If it is required to be submission, please provide the sequence of submission in the technical proposal packet.	Please see the Answers to Questions ##106 and 33.
211	Attachment L - Business Associate Agreement	Attachment Hard Copy and Electronic Copy	Could the state clarify if this document is required for submission? If it is required to be submission, please provide the sequence of submission in the technical proposal packet.	Please see the Answers to Questions ##106 and 33.
212	Attachment L - Organizational Conflict of Interest	Attachment Hard Copy and Electronic Copy	Could the state clarify if this document is required for submission? If it is required to be submission, please provide the sequence of submission in the technical proposal packet.	Please see RFP Section 4.3.
213	ADDENDUM_1.pdf	Attachment Hard Copy and Electronic Copy	Could the state clarify if this document is required for submission? If it is required to be submission, please provide the sequence of submission in the technical proposal packet.	Please include and sign all Addenda in accordance with the submission instructions set forth in the Answer to Question #33.
214	Pricing, Tab "2. Information", Key Information	The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix indicates that a "Desirable" feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template.	Could the state clarify "Desirable" feature is mapped to requirements identified as "Tier-1" in the Attachment C - Functional Requirement document?	The word "Desirable" has been replaced with "Tier 2". Please see the updated Cost Proposal Attachment E.
215	Attachment_B_Technical_Proposal_Packet, Page 11, Section 2a	a. Describe three large human services DDI projects completed or substantially completed of similar size, scope and complexity to the Project identified in this RFP within the last 5 years.	Could state clarify if the project experience of DDI projects working with commercial customer or federal agency are acceptable? Is it mandatory to have these experience in the Human Services department only?	Respondent should indicate whether they have the requested experience, however, Respondent may submit for consideration any experience it deems applicable. Scores will depend, in part, on how analogous or applicable other experiences are for this project. See Attachment B, page 8

216	Attachment_B__Technical_Proposal_Packet, Page 9, Section 2.3 Project Governance and Project Management - Business Proposal, #6	6. Describe how you will develop and manage an integrated master project schedule.	State is requesting to submit "project schedule" as part of the technical package submission in Section 2.3, #5. Could state provide requirement details for "integrated master project schedule"?	The RFP does not use the term "Integrated Master Project Schedule." For Information on the Integrated Project Management Plan please see Section 2.3.4 of the RFP. For Information about the Project Schedule Please see Section 2.5.1.3 of the RFP.
217	Attachment_B__Technical_Proposal_Packet, Page 9, RFP Section 2.4 Overall SDLC Approach Business Proposal, #4	4. Describe how you intend to maintain physical and logical security of the solution and its implementation relative to the services it provides. Provide a draft Solution Security Plan.	We did not find details for Solution Security Plan in the "Solution Bid Document". Could state provide requirement details for Solution Security Plan?	The Contractor will establish appropriate protocols to ensure the physical property/facility security and data security and confidentiality safeguards are maintained. Please see RFP Section 2.10 for the details the Security Plan should provide.
218	Attachment_B__Technical_Proposal_Packet, Page 10, RFP Section 2.5.5 Solution Design, Development, and Implementation: Testing - Business Proposal, #1	Describe what you believe to be an effective testing approach to ensure that the solution is functioning and processing data correctly. This plan should include the testing approach from unit testing through UAT.	Is State expecting us to provide draft Test Plan? Please provide requirement details for such plan in the "Solicitation Bid Document" if we are expected to submit a draft Test Plan.	No, the State does not expect Respondents to submit a test plan. Please respond to the prompt quoted.
219	Attachment_B__Technical_Proposal_Packet, Page 4, Section - Information for Evaluation	To the extent that this RFP requests Draft Plans, Resumes or other artifacts, these may be attached as exhibits and not counted towards the page limits. However, please provide a clear reference to where these attached exhibits may be located.	Could State clarify the sequence of the draft plans, resumes or any other artifact to be included as part of "Technical Proposal" packet?	To the extent that this RFP (and in particular Attachment B) requests Draft Plans, Resumes or other artifacts, these may be attached as exhibits and are not required to be in a specific sequence. Please, however, provide a clear reference, in the applicable technical proposal section, to where these attached exhibits may be located in an appendix. See Attachment B, page 1
220	Attachment_B__Technical_Proposal_Packet, Page 7, Attachment A Section 1.11 Interfaces - System Proposal, #1	Describe your approach to working with interface partners to ensure agreements are reached and interfaces are in place on a timely basis prior to go-live of the solution. Discuss your proposed Interfaces Plan, what it will consider and how it will factor the needs and resources of the State.	Is State expecting us to provide draft System Interface Plan? Please provide requirement details for such plan in the "Solicitation Bid Document" if we are expected to submit a draft System Interface Plan.	No, the State does not expect Respondents to submit a draft interface plan. Please respond to the prompt quoted.
221	Pricing	-	Should we include cost for developing the interfaces listed for Tier 1 or Tier 2 requirements in Attachment C or should Tier-2 requirements cost be excluded from overall PRICING?	All costs associated with a vendor's solution (including but not limited to any proposed development of features and functionalities designated by the State as Tier 1 or Tier 2) must be reflected in the vendor's bid.
222	Attachment_C	Tier-2 Requirement - Infrequently used/non-essential features in the current system or non-essential upgrades that would add convenience, efficiency, or expanded utilization within business workflow	Is State expecting to implement requirements identified as "Tier-2" in various tabs of Attachment C in the Year-1 of the contract?	The assignment of a Tier or "Mandatory" designation to a requirement is an indication of criticality, not sequence.
223	Attachment C, Tab 1.3 Client Information	CI-19. The Future System shall allow for automatic referrals to the Office of Child Support Enforcement for client DNA testing.	Are we going to send demographic data captured as part of the referral to the office of child support enforcement or any specific sets of data for them to facilitate DNA testing?	Yes, the State currently sends demographic information. The precise information sent will be finalized with the Contractor during system design.
224	Attachment C, Tab 1.1 General	G-17. The Future System shall allow State users to upload scanned or electronic documents, files, videos, and photographs with no maximum of the number of items and size of items that can be uploaded.	What is the current expected media upload capacity for CHRIS and can we define a ballpark number of electronic file types that are expected to be uploaded against a case record?	For information about CHRIS see the Answer to Question #45. However, this historical information should not be taken as an indicator of future use. The State expects the future system to accommodate all common file types, including all modern document/media formats (video, audio, photograph), the number of which in any case depends on the nature of the case.
225	Attachment C, Tab 1.1 General	G-32. The Future System furnishes a printed report on demand for quality reviews of security access.	Does the state have any current established processes for the audit of accesses or of Data Quality?	The State does have established processes, but they are manual processes.
226	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	Please provide expected system load in Production. How many internal and external users will use the CCWIS when the system goes live? How many simultaneous user sessions does DCFS expect on average as well as maximum load? What is the expected growth rate for these users?	The future system will need the ability to accommodate all users (approximately 1400) simultaneously. The State does not have an expected growth rate and, as many of the DCFS roles are legislatively mandated, cannot predict it.
227	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	Which ESB does the State use for interfaces with systems?	Please see Answer to Question #89
228	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	For SaaS solutions, does the State have a preference of Public or Gov Cloud?	The State does not have a preference. It desires the most efficient platform that meets security requirements.
229	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	Does the State currently have an Azure Cloud tenant which it would like the solution hosted in? If so, is it in the public or Gov cloud?	Not at this time.
230	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	Does the State have an ExpressRoute connection to the Azure cloud?	Not at this time.
231	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	Is there a requirement to integrate the CCWIS with the State's SSO or Identity Provider? If so, please elaborate on what the products being used are and where they are hosted.	See IT requirements (att D). Yes - this is a requirement. Internal users should connect via SAML or modern authentication protocols to Active Directory or Azure AD and external users should connect via SAML or modern authentication protocols to the IBM Cloud Identity product.
232	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	Are there any Enterprise Applications that need to be mandatorily integrated with CCWIS? If so, what are they, where are they hosted, and what protocols do they support (e.g. REST, SOAP, etc.)?	Please see section 1.11 of Attachment A.
233	RFP Section 2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION, Page 32	2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION	Can you please provide the current size and growth rate of the data that is to be migrated, separately for structured and unstructured data?	Please see the Answer to Question #96.
234	RFP Section 2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION, Page 32	2.5.4 DATA QUALITY, DATA CONVERSION, AND DATA MIGRATION	Does the State envision the need for data migration only from CHRIS, or from other systems as well? If so, which ones?	If Respondent (in accordance with the State's stated preference) intends to replace a .NET, and that .NET holds data, then that data must be migrated. Examples of .NET maintained data include, but are not limited to, bank account information in the Foster Parent Portal and contract information in PIE. Other .NETS which maintain data include, but are not limited to, CFM and 9190.

235	RFP Section 2.5.6 IMPLEMENTATION AND GO-LIVE, Page 35	2.5.6 IMPLEMENTATION AND GO-LIVE		The current technical support line receives between 400 and 500 calls per month. Calls for technical support are prioritized. Some of these calls relate to system requests which the State imagines will not require intervention of a technical team for the future system.
236	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	What are the current support call volumes by type and priority?	This depends on the number of environments needed to support the SDLC and M&O processes. The State and Contractor can discuss this topic during negotiations.
237	RFP Section 2.6 System Hosting, Page 37	2.6 SYSTEM HOSTING	How many hosting environments needs to be provisioned? What is current Database size and growth rate(approximate)?	Please see the Answer to Question #86.
238	RFP Section 1.20 Award Process	Minority and Women Owned Business Policy	Are there any requirements or incentives/scoring impact for the use of Minority and Women Owned businesses?	No. Please see RFP Section 1.21 for matters related to Minority and Woman-Owned Business policy.
239	RFP Section 2.7 Project Staffing	Consideration will be given to Proposals that can effectively use identified staff and do not require an unrealistic expectation of DCFS staff.	There are multiple deliverables that are due to the state within 30 days of contract execution. Is the state able to provide access to appropriate staff to provide information to the vendor to ensure deliverables align with the intent of the state?	This project is a priority to the State and the State will make all reasonable efforts to provide its expertise and resources to make it a success.
240	RFP Section 2.6 System Hosting, Page 37	System Hosting	Does the state maintain any cloud contracts that the state would wish to utilize as part of the hosting strategy?	The State has some other hosting agreements and can discuss utilizing these during negotiations. However, please do not assume leveraging these existing agreements in your proposal.
241	RFP Section 2.6 System Hosting	Ensure infrastructure security aligns with DHS' security policies	is a FedRamp certified hosting environment required?	Please see Attachment D.
242	RFP Section 2.7.5 Contractor Local Office	The Contractor will propose a facility with sufficient office and meeting space for the Contractor's personnel and and the capability to support up to fifty (50) DCFS/ASP and PMO employees for short periods (e.g. phases of the project that require significant DCFS input).	Is the identification and description of a specific facility required as part of the RFP response, or is this part of the contract process?	Please see the Answer to Question #17.
243	RFP 2.6 Project Staffing	The Contractor will provide a team to complete all tasks and deliverables. The Contractor will lead these activities and deliver the related services, and should not expect direct State support resources to be available beyond what is described within this RFP. The Contractor will employ staff in sufficient number and with sufficient expertise and experience to meet the needs of the State.	The state has described the responsibilities of the state for M and O. Can the state define the responsibilities and roles they will play during the project?	The State will work collaboratively with the vendor during all phases of the project, lending its subject matter expertise to the design, development and roll-out of the system. The State has engaged a PMO Vendor to manage the project.
244	Overall Solicitation	Overall solicitation	The solicitation is large and detailed. Will the state consider extending the Q & A time period to allow for additional questions?	The State did not extend the question submission deadline.
245	Attachment C - Functional Requirements Matrix	Also for each functional requirement, please provide either: the level of effort required to ensure the functional requirement's availability or if not available is selected, an explanation of why this functional requirements is either not needed or alternatively addressed, as applicable.	Can the state please clarify: 1) If a functional requirement is available "out of the box," this would indicate that no additional costs would be applicable, correct? 2) If a function is configurable, does this state want the vendor to include costs of configuring that capability for Arkansas? In terms of a simple example, a workflow capability may be available "out of the box," but it will take effort to configure that workflow in line with Arkansas requirements. Please clarify.	All costs associated with a vendor's solution (including but not limited to the development of any Tier 1 or Tier 2 features and functionalities) must be reflected in the vendor's bid. So, the cost of all functions that the vendor marks as "Out of the Box", "Configurable", or "Customizable" must be reflected in the vendor's bid. A vendor can choose to omit non-mandatory requirements from their proposal if the vendor deems them to be cost prohibitive.
246	Attachment E - Cost Proposal - Tab 2 - Introduction	The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix indicates that a "Desirable" feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template.	Is the state expecting the vendor to provide the cost of customization for Tier 2 Requirements (from Attachment C - Functional Requirements Matrix) into the Cost Proposal?	Please see the Answer to Question #245.
247	Page 21, 2.2.3 Leveraging State Technology	In addition to developing and implementing the systems surveyed in Section 2.2.2, the State is continuously improving its Enterprise Architecture strategy. These efforts may drive the State towards the adoption of standard software or tools which the State would want deployed throughout its systems. The Contractor shall work with the State to evaluate and, if appropriate, utilize State-standard tools and systems as part of the Future System.	Can the state provide a list of the current enterprise third party software that DCFS currently holds licenses for and the vendors can utilize?	Primary application DCFS software is legacy software and the desire is to rationalize this software out of the environment. Please propose whatever software is needed for your solution.
248	Page 14, Section 2.1.2 Service Units	DCFS provides a myriad of services to fulfill its goals and mission, through specialized units and services throughout the organization including the following	Can the state provide the number of users outside of DCS Service Units that will be using the system?	Please see the Answer to Question #271.
249	Page 4, Section 1.8 Response Documents	Section A. A hard copy of the original Technical Proposal Packet (Attachment B) must be received on or before the bid submittal date and time. Section B. Contractor's original Official Bid Price Sheet must be submitted in hard copy format. Section C. Additional Copies of the Technical Proposal Packet: a. Twelve (12) complete hard copies (marked "COPY") of the Technical Proposal Packet. b. Twelve (12) electronic copies of the Technical Proposal Packet, preferably on flash drives. CDs will also be acceptable.	Due to the current situation, many organizations have had to turn to a remote / virtual work environment. Given the unknown state of where things will stand at time of submission, we respectfully request the State to consider transitioning the submission process to that of electronic only, via email or procurement portal.	Please see the Answer to Question #33
250	Page 32, 2.5.4 Data Quality, Data Conversion, Data Migration	The State expects that all data in CHRIS (and its associated data in the other systems) be converted and migrated to the Future System.	Can the state provide the number of tables and size of the tables that are to be migrated over to the new CCWIS?	Please see the Answer to Question #96.
251	Page 14, Section 2.1.2 Service Units	DCFS provides a myriad of services to fulfill its goals and mission, through specialized units and services throughout the organization including the following	Can the state provide a breakup of the 1,300 users into their respective Service Units?	Please see the Answer to Question #271.

252	Page 24, Section 2.3.6 Project Library	The Contractor will establish an electronic project library (hosted on the State's document repository) that will be used by the entire project team for the entire duration of the Contract, including the Maintenance and Operations ("M&O") phase of the project	Can the state provide what technology is used for the State's document repository?	Sharepoint
253	Attachment A, Page 70, Section 1.11.1 Anticipated Data Exchanges and Data Exchange Partners at Implementation	It is expected that the Future System will effectively exchange data with these systems and applications, utilizing a real-time interface via the State's enterprise service bus for all partners wherever possible. Many of these data exchanges should be accomplished through the use of the State's ESB and, if practicable, be real-time.	Can the state provide what third party product the State utilizes as its ESB?	Please see the Answer to Question #89
254	Attachment A, Pages 21-22, Section 1.4.2.2 FFPSA	Requires that the State's determination of a Client's candidacy for foster care and types of services to be provided are tracked.	Can the state specify the items the CCWIS needs to track in reference to candidacy and services?	The answer to this question can be found in DCFS's FFPSA Title IV-E Prevention Program Five-Year Plan 2020-2024, available here: https://humanservices.arkansas.gov/images/uploads/dcf/Arkansas_Five_Year_Title_IV-E_Prevention_Plan_APPROVED.pdf
255	Attachment A, Page 38, Section 1.6.3 Preparation of Case Plans/Ongoing Services	The Future System shall meet the requirements of the Family First Prevention Services Act (FFPSA), and shall have functionality to show that the requirements have been met.	Can the state provide, specifically, their requirements for their CWIS solution as it pertains to FFPSA?	The State's requirements are driven by the Family First Prevention Services Act. The State expects a qualified vendor to understand how this legislation impacts the requirements of a CCWIS and to build a system that tracks these requirements.
256	Attachment A, Page 56, Section 1.7.8 Volunteers	The Future System shall allow all Volunteer information to be entered, tracked, and closed, including but not limited to background checks, training hours, references, emergency contacts, demographics, confidentiality statements, auto insurance, and whether they are available, temporarily available or unavailable.	Can the state provide a list of the current capabilities / functions needed to manage volunteer information?	Attachment A Section 1.7.8 and the quoted text provides the list of information the State needs tracked about volunteers. The State uses this information to determine which volunteers are available to help.
257	Attachment A, Page 9, Section 1.2.1 Reporting Parties	² See also DCFS's Annual Report Card for State Fiscal Year 2018 available here: https://humanservices.arkansas.gov/images/uploads/dcf/ARC_SF_Y_2018_FINAL.PDF	Can the state provide access to the DCFS's Annual Report Card Fiscal Year 2018?	Please see the Answer to Question #156 for a link to the 2019 version.
258	Attachment A, Page 67, Section 1.10.2 The Office of Chief Counsel	¹⁹ Please find a copy of the State's contract to obtain Rocket Matter in the Bidders' Library.	Can the state provide access to the Rocket Matter contract?	The Rocket Matter contract Statement of Work was added to Attachment F as part of Addendum #4. Please see the updated solicitation documents.
259	Page 3, Section 1.3 Type of Contract	C. The term of this contract shall be for up to one (1) year. The anticipated starting date for the contract is October 1, 2020. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.	Please advise how bidders should respond if their DDI solution exceeds 12 months?	Please see the Answer to Question #2.
260	Attachment A, Page 1, Paragraph 1	functional areas of DCFS at a high-level	Does the state have process documentation for their existing processes? If no, what is the documentation that the state can provide for outlining their processes?	The State has many of its processes documented and continues to develop these materials while this solicitation proceeds. Please see the process maps posted and referenced in the Answer to Question #42.
261	Attachment A, Section 1.11.1	It is expected that the Future System will effectively exchange data with these systems and applications, utilizing a real-time interface via the State's enterprise service bus for all partners wherever possible.	What is the technology that the state uses for enterprise service bus?	Please see the Answer to Question #89
262	Attachment C, 1.1 General, G-63	capture and utilize e-signature functionality.	Does the state currently collect electronic signatures? If yes, what is the application that is used? Is it desired to continue to be utilized in the future solution?	The State does not currently collect electronic signatures and does not have a preferred application for use in the Future System.
263	Attachment C, 1.7 Provider Management, PM-1	Each Provider has a distinct record in a Provider Resource Directory that includes but is not limited to (for example) background checks, where they are recruited from (e.g. The Call, Christians 4-Kids), home study information, payment information, direct deposit information, all provider demographics, training hours.	Does the state require payment processes-related fields to be encrypted or blocked from certain types of users?	Yes. See Attachment A Section 1.9.2 and Attachment D for information regarding role-based access and data protection.
264	Attachment C, Instructions, Row 32	including an estimate of the man hours needed	Does the state accept estimates in the format of ranges when a scale is provided? For example, items can be marked as Low, Medium or High and a scale can be provided that contains: Low Effort: X hours to Y hours Medium Effort: X hours to Y hours High Effort: X hours to Y hours	Yes, this is permissible. Vendors must provide the scale that they used.

265	Attachment J	<p>Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.</p>	<p>Section 1.6 states the words "must" and "shall" signify a Requirement, any exception to which a contractor will be disqualified. Under Section 4.3, Conditions of Contract, Paragraphs A & B contain "shall" denoting a Requirement, however, Paragraph C (partially) states that as a condition of contract "the Contractor agrees to the . . . DHS Standard Terms and Conditions as presented in Attachment J". Our firm interpreted this as the State's intent to be flexible in negotiating the terms and conditions of Attachment J. At the top of Attachment J, it states "Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal." If a Contractor submits exceptions to Attachment J pursuant to Section 1.6.C of the RFP and includes a statement in its proposal that it will accept alternate terms and conditions upon approval of DHS, then will this cause the proposed contractor to be disqualified?</p>	Please see the Answer to Question #173.
266	Attachment J	<p>Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.</p>	<p>Section 1.6 states the words "must" and "shall" signify a Requirement, any exception to which a contractor will be disqualified. Under Section 4.3, Conditions of Contract, Paragraphs A & B contain "shall" denoting a Requirement, however, Paragraph C (partially) states that as a condition of contract "the Contractor agrees to the . . . DHS Standard Terms and Conditions as presented in Attachment J". Our firm interpreted this as the State's intent to be flexible in negotiating the terms and conditions of Attachment J. At the top of Attachment J, it states "Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal." Will DHS only approve alternate terms and conditions during the negotiation phase?</p>	Please see the Answer to Question #173.
267	Attachment J	<p>Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.</p>	<p>Section 1.6 states the words "must" and "shall" signify a Requirement, any exception to which a contractor will be disqualified. Under Section 4.3, Conditions of Contract, Paragraphs A & B contain "shall" denoting a Requirement, however, Paragraph C (partially) states that as a condition of contract "the Contractor agrees to the . . . DHS Standard Terms and Conditions as presented in Attachment J". Our firm interpreted this as the State's intent to be flexible in negotiating the terms and conditions of Attachment J. At the top of Attachment J, it states "Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal." If a Contractor submits exceptions to Attachment J pursuant to Section 1.6.C of the RFP and includes a statement in its proposal that it will accept alternate terms and conditions upon approval of DHS, then will this cause the proposed contractor to be disqualified? Must alternate terms and conditions be approved by DHS prior to proposal submission?</p>	Please see the Answer to Question #173.

268	Attachment J	Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.	Section 1.6 states the words "must" and "shall" signify a Requirement, any exception to which a contractor will be disqualified. Under Section 4.3, Conditions of Contract, Paragraphs A & B contain "shall" denoting a Requirement, however, Paragraph C (partially) states that as a condition of contract "the Contractor agrees to the . . . DHS Standard Terms and Conditions as presented in Attachment J". Our firm interpreted this as the State's intent to be flexible in negotiating the terms and conditions of Attachment J. At the top of Attachment J, it states "Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal." If a Contractor submits exceptions to Attachment J pursuant to Section 1.6.C of the RFP and includes a statement in its proposal that it will accept alternate terms and conditions upon approval of DHS, then will this cause the proposed contractor to be disqualified? If alternate terms and conditions must be approved by DHS prior to proposal submission, what is that process?	Please see the Answer to Question #173.
269	General		Will the State host a pre-proposal conference for this RFP? If yes, will it be conducted online or on-site?	No pre-proposal conference is planned.
270	General		Are there any restrictions on using project resources based in Global Delivery Centers outside of the United States?	Please see RFP Section 2.7.3.
271	General		Can you please provide an estimated number of users and their roles who will utilize the system in the first year of production?	The State estimates 1400 users of the Future System, of which 1200 are in DCFS and 200 are outside of DCFS (CACD, UAMS, OCC, MidSOUTH, Etc.). Of the 1200 DCFS users, approximately 200 are in the Central Office while the other 1000 are out in the field. All are expected to use the system in its first year of production, barring any mutually agreed upon roll-out strategy to the contrary.
272	General	User Authentication	Would you provide information on the Statewide Active Directory implementation - specifically if there is synchronization with Azure Active Directory	DHS is syncing with Azure Active Directory.
273	Page 1, Attachment I	The State shall have the right to modify, add, or delete Performance Standards throughout the term of the Contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.	This language implies that the State may unilaterally modify or add Performance Standards unilaterally. If the State wishes to modify, add or delete Performance Standards after the State and Contractor have a fully executed contract, then we will require a fully executed and mutually agreed amendment to the Contract. Would DHS modify this language to reflect that changes to Performance Standards after contract execution shall be subject to written mutual agreement of the parties?	The State does not intend to unilaterally amend performance standards after they are finalized during contract negotiations.
274	Page 12, SECTION 2 – Minimum Requirements	General	Please confirm that bidders do not need to be on the DHS Qualified Vendor List for Human Services Related Consulting SFY 2020	Confirmed.
275	Page 2, Attachment I	D-2 Critical Severity – ACF Determination of CCWIS Compliance. The Future System shall receive an ACF determination of CCWIS compliance of 95% or more by a date mutually agreed upon between the State and the Contractor. Obtain ACF determination for the Future System by the agreed upon date. For every one (1) business day past the agreed upon date the Contractor fails to obtain ACF determination of CCWIS compliance, one (1%) shall be deducted from the available payment for this deliverable/milestone.	Given ACF has not published CCWIS Compliance Review standards or procedures, what will be the State's approach with the selected vendor to address the unknown compliance review criteria if they are published during the course of the development of the new Arkansas Child Welfare System? Will the selected vendor be held harmless for any potential components of the CCWIS compliance review that relate to or are caused by the system accurately embodying state policy or procedure, but which policy or procedure is at issue between the State and ACF as regards the degree of CCWIS compliance?	For information about compliance please see section 2.5.1.5 CCWIS Compliance of the RFP, which include the requirement for the Contractor to submit a 'CCWIS Compliance Plan within (30) calendar days after the Contract Start Date. Additionally, section 2.5.1.5 indicates that the 'Contractor should be able to adapt to changes to CCWIS regulations throughout the duration of the project.'
276	Page 2, section 1.1 (Purpose)	In addition to complying with the CCWIS Final Rule, the successful Respondent will propose a systems and services solution that: Has a verifiable track record of successful implementations within a defined timeframe	Would the State clarify this statement as there are no Child Welfare system solutions which have been implemented multiple times as State CCWIS solutions?	The State does not expect, nor does the RFP require, that a Respondent have completed a successful CCWIS implementation. Instead, the State desires a vendor who has successfully implemented something analogous (including, but not limited to, a component of its proposed system).
277	Page 21, section 2.2.4 (Family First Prevention Services Act (FFPSA))	2.2.4 Family First Prevention Services Act (FFPSA) The Family First Prevention Services Act, which was signed into law on February 9, 2018, places a new emphasis on placing children who are eligible for foster care in family foster homes. The State will fully implement FFPSA by October 1, 2019.	What modifications have been or are being made to the existing Arkansas Child Welfare systems to fully implement FFPSA by 10/1/2019?	Please see the FFPSA plan linked in the Answer to Question #254.
278	Page 27, section 2.3.7	OCM Executive Briefings (in collaboration with the PMO)	This deliverable is listed twice. It that the intent or is it a duplication?	This deliverable was listed twice in error. The RFP has been amended.
279	Page 27, section 2.3.7	Overview of Available Software Upgrades	This deliverable is listed twice. It that the intent or is it a duplication?	This deliverable was listed twice in error. The RFP has been amended.
280	Page 3, section 1.3 (Type of Contract)	C. The term of this contract shall be for up to one (1) year. The anticipated starting date for the contract is October 1, 2020.	Does the State anticipate the full CCWIS solution requested through this RFP will be fully configured, tested and implemented within one year?	No. Please see the Answer to Question #2.
281	Page 3, Section 1.6, Paragraphs A & B	A. The words "must" and "shall" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory. B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.	In past RFPs issued by the State of Arkansas, more flexibility was granted for exceptions. For example, in earlier RFPs, the State stated, "Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's Proposal." Would DHS consider modifying it's language for this RFP?	Please see the Answer to Question #118.
282	Page 33	The Contractor's methodology must meet Federal funding partner requirements	Which specific requirements? Would you please specifically call these out?	The State expects the Contractor to meet all requirements from the Final Rule, including Sections 1355.50 through 1355.59. Please also see the Answer to Question #275.

283	Page 4, 1.8 Response Documents, A.2.a	Original signed Proposal Signature	Will the State please consider allowing electronic or scanned signatures due to continued efforts to work from home?	Please see the Answer to Question #33.
284	Page 4, 1.8 Response Documents, A.2.b	Original signed Agreement and Compliance	Will the State please consider allowing electronic or scanned signatures due to continued efforts to work from home?	Please see the Answer to Question #33.
285	Page 4, 1.8 Response Documents, A.2.c	Original signed Proposed Subcontractors Form	Will the State please consider allowing electronic or scanned signatures due to continued efforts to work from home?	Please see the Answer to Question #33.
286	Page 4, 1.8 Response Documents, C.1.d	the copies must be delivered within twenty-four (24) hours of request.	Will the State please consider extending the timeline to forty-eight (48) hours to allow time for printing and overnight shipping?	Please see the Answer to Question #33.
287	Page 44, section 2.7.5	50% of each Contractor team shall be on-site	Given the recent Self Home Quarantine, will the State consider removing or replacing this requirement a minimum percentage for on-site work	Please see the Answer to Question #17.
288	Page 61, Section 4.4.B	The Contractor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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 shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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.	This provision establishes unlimited liability for direct, indirect, consequential, incidental or special damages for "claims covered by other specific provisions of the Contract calling for damages". The Performance Standards in Section 2.15 (Page 53) of the RFP expressly call for damages. Similarly, all Performance Indicators in Attachment I call for damages. Respectfully, requiring unlimited liability for such damages for these damages would force our firm to not submit a proposal. Will DHS consider removing the exceptions for "claims covered by other specific provisions of the Contract calling for damages" from the liability cap and the disclaimer of consequential, incidental, indirect, and special damages?	Please see the Answer to Question #173.
289	Section 2.5.4	Volume Requirements	Please provide information regarding the data volume and complexity to consume such as number of rows, size of databases, etc.	Please see the Answer to Question #96.
290	Page 5, section 1.13, C	The utilization of any proposed subcontractor is subject to approval by the State agency.	May vendors be a subcontractor on multiple bids?	Yes.
291	Attachment A: Page 33, section 1.5.3.1	"The Future System must incorporate the SDM model."	The RFP mentions that the Future Solution will need to incorporate the SDM® assessments, which are proprietary. Is it the responsibility of the primary bidder to engage the vendor of SDM assessments in developing these assessments in the Future Solution?	The State will obtain any required contracts with SDM (and has obtained some of these contracts already). It will be the Contractor's responsibility to collaborate with SDM and the State.
292	Page 3 (Attachment B), Section 1.3, #1	Explain how your proposed solution handles unknown clients	What is meant by unknown clients? Please elaborate.	Please see Attachment A section 1.3.3.2.
293	Page 21 (Bid Solicitation Document), Section 2.2.5.1	"The Contractor shall be financially stable. As proof of meeting this requirement, the Respondent shall provide documentation, including a Dunn and Bradstreet report, Auditor's Report, and/or financial statements."	Does this mean that company financial statements (balance sheets, etc.) will suffice, rather than also requiring an auditor's report?	A Respondent should submit materials it believes demonstrates financial stability.
294	Page 1 (Attachment J- Contract Terms), Top of Page 1	A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.	Where and in what format should this acceptance of terms be submitted? In the case that a vendor wants to offer any alternative terms and conditions (as mentioned), how should this be submitted?	Please see the Answers to Questions #106 and #173.
295	Page 6 (Bid Solicitation Document), Section 1.14.C	"The Official Bid Price Sheet and Attachment E, including the hard copy and electronic copy, 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 in the sealed pricing package."	Can this be within the same large envelope that everything is submitted in? I.e. can a vendor mail one large envelope with separately sealed sub-envelopes (for the technical proposals and price proposals) inside of it?	Please see the Answer to Question #33.
296	Page 4 (Bid Solicitation Document), Section 1.8.A.1	A hard copy of the original Technical Proposal Packet (Attachment B) must be received on or before the bid submittal date and time.	Should the vendor submit the actual hard copy of the 14-page Attachment B itself? It appears that pages 2 and 3 (the Proposal Signature Page and Proposed Subcontractors Form) must be filled out, but the remaining pages are an overview of what is needed within the technical proposal (rather than something to be filled out directly). Should we print and submit only pages 2 and 3, or print and submit all 14 pages?	If a separate document is created, the questions and prompts as stated in Attachment B must be re-stated in the Respondent's response and instructional pages do not need to be submitted. A Respondent may expand the space under each item/question to provide a complete response. Signature pages must be retained in their entirety. Anything requiring a signature must be signed. Regarding the requirement to furnish a "hard copy" please see the Answer to Question #33.
297	Page 39 (Bid Solicitation Document), Section 2.7.2 Key Personnel	As these staff members are deemed critical to the success of this initiative, they must be full-time and dedicated solely to the DCFs account (unless otherwise noted).	How would this otherwise be noted? In the case of a COTS solution in which a team is providing such SaaS services to multiple agencies, what is expected?	Please see the table in RFP section 2.7.2. The "Expected Qualifications" column designates which Key Personnel do not need to be full-time and solely dedicated to the DCFs account.
298	Page 39 (Bid Solicitation Document), Section 2.7.2 Key Personnel	Table 1 Header: "Expected Qualifications"	Table 1 has a column for "Expected Qualifications". Are these all mandatory or expected qualifications?	Expected qualifications. They are not marked as mandatory.

EXHIBIT D
RFP ADDENDUM 5

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203
501-320-6511

ADDENDUM 5

DATE: May 12th, 2020

SUBJECT: 710-20-0041 CCWIS System

The following change(s) to the above referenced Invitation for Bid for DHS has been made as designated below:

Change of specification(s)

- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

Additional Specification(s)

1. The following changes have been made to the RFP:

a. In Section 1.5 Bid Opening Location on page 3, the following addition was made:
"The receptionist is to contact the buyer for more detailed directions to the bid opening location.

When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person."

b. In Section 1.8 Response Documents on page 4, the following addition was made:

A. Original Technical Proposal Packet

1. As an alternative to the instructions below, a Respondent may follow the alternative submission set forth in Attachment N – Limited Bid Submission Accommodation During COVID-19.

c. In Section 1.10 Clarification of Bid Solicitation on page 5, the following edit was made:

C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on **May 4-11, 2020**.

d. In Section 1.32 Schedule of Events on page 11, the following edits were made:

Public Notice of RFP	April 3, 2020
Deadline for Receipt of Written Questions	April 17, 2020
Response to Written Questions, On or About	May 4 11, 2020
Date for Bid Submission	May 22 June 5 , 2020 10:30 a.m CT
Date and time for Opening Bid	May 22 June 5 , 2020 11:00 a.m CT
Invitation to Top 3 Ranked Respondents to Deliver Oral Presentation/Demonstrations, On or About	June 22, 2020
Oral Presentation/Demonstration from Top 3 Ranked Respondents, On or About	July 1, 2020
Selection of Contractor, On or About	July 31, 2020
Intent to Award Announced, On or About	July 31, 2020

Contract Start, (Subject to State Approval)	October 1, 2020
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e. In Section 2.3.7 Deliverables Schedule on page 27, the following edits were made:

OCM Executive Briefings (in collaboration with the PMO)	Within ten (10) business days of the end of a quarter or key OCM milestones	2.8.3.1 OCM Executive Briefings
Project Change Requests	When necessary scope/requirements changes are identified over the life of the Contract	2.3.5 Project Change Management
System Release Notes	When any future modifications that may be made to the system over the life of the Contract for State use	2.3.6.1 Release Notes
OCM Executive Briefings (in collaboration with the PMO)	Within ten (10) business days of the end of a quarter or key OCM milestones	2.8.3.1 OCM Executive Briefings
Overview of Available Software Upgrades	At least once per year, over the life of the Contract	2.9.3 Software Upgrades
Updated Staffing Plans	At least once per year, over the life of the Contract	2.7.1 Staffing Plan
Overview of Available Software Upgrades	At least once per year, over the life of the Contract	2.9.3 Software Upgrades
Train-the-Trainer Content	To be determined by the State at a later date	2.8.2 Training Curricula and Material Development
Disengagement Plan	To be determined by the State at a later date	2.11 Transition to a Subsequent Vendor

f. In Section 2.7.5 Contractor Local Office on page 44, the following edits were made:

Prior to the first paragraph, the following addition was made:

“In light of COVID-19 and the present uncertainties associated with the Contractor and State’s ability to work on-site in a traditional manner, the State is willing to review proposals with relaxed office requirements, so long as:

1. The proposed office has sufficient conference room space for collaborative sessions
2. The proposed office has space for a reasonable number of State employees to work with Contractor
3. The proposed office has adequate connectivity, hardware and security as described below

The State will not require Contractor to perform any onsite work which would be contrary to an order from the Governor or Federal Government.”

In the third paragraph, the following edits were made:

“In support of the shoulder-to-shoulder environment and collaboration, the Contractor will primarily work on-site as possible. Notwithstanding any circumstances related to COVID-19 (which shall relax this requirement), All-all Key Personnel and no less than 50% of each Contractor team shall be on-site at any time during regular business hours.”

g. In Section 2.7.5.1 Office Features, the following edits were made:

On page 44, the following edit was made:

“~~The Contractor’s local office shall have:~~ In light of COVID-19, the below are desired specifications for the Contractor’s office and not specifically mandatory ones.”

On page 45, the following edit was made:

F. Facility Access

1. Controlled key card access for all entrance / exit doors
2. 24x7 access to the **facility** as agreed upon by the State

h. In Section 3.1 RFP Contents on page 55, the following edits were made:

Attachment	Name	Description
A	Agency Current Practices, Challenges, and System Needs by Functional Area	This Attachment is intended to give the Contractor background into the current business practices and challenges, as well as the needs and desires for the Future System.
B	Technical Proposal Packet	This is a template Respondents should use in preparing their Technical Proposals
C	Functional Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
D	Technical Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
E	Cost Proposal Template	This is a template Respondents should use in proposing a cost for the project
F	Bidders' Library	This is a collection of files which Respondents should reference and review to get a better understanding of what is expected by the RFP.
G	Disclosure Form	Required Disclosure Form
H	Written Questions	Respondent should use this form to submit written questions to the State pursuant to RFP Section 1.9
I	Performance Based Contracting Standards	Performance Contracting Standards
J	DHS Contract Terms and Conditions	Standard DHS Contract Terms and Conditions
K	Pro forma contract	Pro forma contract
L	BAA	Business Associate Agreement
M	Organizational or Personal Conflict of Interest Policy	Organizational or Personal Conflict of Interest Policy
N	Limited Bid Submission Accommodation During COVID-19	This Attachment provides alternative submission instructions for Respondents during COVID-19
O	Electronic Submission Signature Page	Electronic Submission Signature Page
P	Official Bid Price Sheet	This is a required sheet Respondents should use to provide pricing information

i. In Section 3.2 Technical Proposal Score on page 57, the following edit was made:

~~3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.~~

2. The following changes have been made to Attachment B - Technical Proposal Packet:

a. In Section 2.7 Project Staffing - Business Proposal on page 12, the following edit was made:

"For the Engagement Director/Executive and the Project Manager (See RFP Section 2.7.2) please submit two written references, per individual, from clients similar to DCFS. Please submit these references **electronically**. ~~in a sealed envelope with the Contractor's proposal. Only one copy of each reference need be submitted, but it should be clearly marked so that the State may open and copy the reference for the State's consideration.~~"

b. The Agreement and Compliance page has been added to page 15 of the Technical Proposal Packet.

3. The following changes have been made to Attachment E - Cost Proposal Template:

a. On tab 2. Introduction, in the Key Assumptions section, the following edit was made:

The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix

indicates that a "**Tier 2 Desirable**" feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template.

b. On tab 3. Cost Proposal Summary, in the instructions, the following edits were made:

Respondent will be evaluated based on their "Total **DDI & One-Time Cost**" and their "**Total M&O & On-Going Costs**" amounts.

c. On tab 3. Cost Proposal Summary, the formula in Cell C9 was adjusted to include Annual Hosting Costs (cells D:J16).

d. On tab 5. DDI, the formulas in Column T were updated to include all activities listed in cells D:S11.

e. On tab 5. DDI, in the Proposed Allocation to Deliverables & Milestones, rows for ten (10) additional proposed deliverables or milestones were added.

4. The following items have been added to Attachment F - Bidders' Library

- Exhibit 27 - .NET Data Repositories
- Exhibit 28 - Rocket Matter Statement of Work
- [DCFS Workflows]

5. The following changes have been made to Attachment I – Performance Indicators:

a. In Table 1: DDI Performance Indicators on page 2, the following edits were made:

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
D-1	<p>Critical Severity – Operational Readiness Review.</p> <p>The Future System shall pass all requirements of the ORR to the State's satisfaction in accordance with RFP Section 2.5.6 SOW Section 6.6 by a date agreed upon by the Contractor and State.</p>	<p>Pass all aspect of the ORR by the agreed upon date(s). Contractor shall undertake all efforts to remedy any issues identified in the ORR and the ORR will not be considered passed until all aspects of the ORR are passed.</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to pass any aspect of the ORR, two (2%) shall be deducted from the available payment for this deliverable/milestone.</p>
D-2	<p>Critical Severity – ACF Determination of CCWIS Compliance.</p> <p>The Future System shall receive an ACF determination of CCWIS compliance of 95% or more by a date mutually agreed upon between the State and the Contractor</p>	<p>Obtain ACF determination for the Future System by the agreed upon date.</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to obtain ACF determination of CCWIS compliance, one (1%) shall be deducted from the available payment for this deliverable/milestone.</p>
D-3	<p>High Severity – Project Schedule.</p> <p>The Contractor shall deliver a Project Schedule compliant with RFP Section 2.5.1.3 SOW Section 6.1.3 within thirty (30) calendar days of the Contract Start Date.</p>	<p>Deliver a Project Schedule compliant with RFP Section 2.5.1.3 6.1.3 on or before thirty (30) calendar days after</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to deliver a new or updated Project</p>

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	This Schedule shall be updated on a mutually agreed upon periodicity.	the Contract's start date. Provide an updated Project Schedule on a mutually agreed upon periodicity thereafter (or a notice that no update is required).	Schedule, two (2%) shall be deducted from the available payment for this deliverable/milestone.
D-4	High Severity - Change Request Response. During the course of DDI, Contractor shall provide a Project Change Request (see RFP Section 2.3.5 SOW Section 4.5) within fifteen (15) days of the request from designated State staff. The Project Change Request shall include written estimates and design documents for the State's review and approval.	100% timeliness in responding to Change Requests.	[<i>damage to be negotiated in Contract</i>]

b. In Table 2: M&O Performance Indicators on page 6, the following edits were made:

Number	M&O Service Criteria ⁱⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
M-17	Reports. All reports required by the Contractor shall be furnished to the State or Federal Government in accordance with the requirements of the Contract. This standard shall not include Key Federal Reports (defined in SOW Attachment A Section 31.12.1)	The Contractor furnishes all reports as required by the Contract on their due date, notwithstanding the Key Federal Reports.	[<i>damage to be negotiated in Contract</i>]
M-18	Key Federal Reports. The Federal Reports Identified in Attachment A Section 31.12.1 are essential to the State. These reports are the AFCARS, NCANDS, NYTD, Payment History Report, and Family First reporting. A failure by the Contractor or the Future System to support the timely and accurate submission of these reports may have severe consequences for the State.	The Contractor submits all Key Federal Reports on their due dates unless its failure to be submitted is due, in whole or in part, to an act or omission of the Contractor or a failure, issue, defect or characteristic of the Future System.	[<i>damage to be negotiated in Contract</i>]

6. Attachment N – Limited Bid Submission Accommodation During COVID-19 has been added to provide alternative submission instructions for Contractor(s) during COVID-19.

7. Attachment O – Electronic Submission Signature Page has been added for Contractor(s) to provide electronic signatures for submissions.

8. Attachment P – Official Bid Price Sheet has been added for Contractor(s) to provide pricing information.

Change of Bid Opening Date and Time

BID OPENING DATE AND TIME

Bid opening date and time **will be changed to:**

June 5, 2020 10:30am C.T.

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF HUMAN SERVICES.

If you have questions, please contact the buyer at nawania.williams@dhs.arkansas.gov or 501-320-6511

Vendor Signature

Date

Company

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the Contract. These obligations are in addition to any others imposed by the Contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ⁱⁱⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the Contract. These obligations are in addition to any others imposed by the Contract and applicable law.

^{iv} The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

EXHIBIT E
RFP ATTACHMENT E

710-20-0041
Attachment E - Cost Proposal Template

State of Arkansas Department of Human Services
 Attachment E - Cost Proposal Template
 710-20-0041
 Introduction

Introduction
 This Template provides a structured approach for proposing the costs associated with delivering this RFP's requirements. Each Respondent must fill out all applicable worksheets and cells as described by the Template and individual worksheet instructions. This Template is the formal Cost Proposal for the Respondent's Proposal. The Respondent warrants that all costs associated with the services as requested in this RFP are included in this Template. Failure to adequately represent all costs as requested in this RFP may be grounds for Proposal disqualification at the sole discretion of the State.

Where costs are requested on an annual basis, the year refers to the appropriate year of the Contract (*i.e.* Year 1 refers to the first year of the Contract rather than calendar or Federal fiscal year). Respondents must complete the Cost Proposal with the expected cost rate based on the anticipated Contract start date as stated in the RFP. However, should the Contract start date shift for any reason, the State expects Contractor to honor the costs as stated in their Cost Proposal. The State understands that this Contract may begin in the middle of a fiscal or calendar year. The awarded Contract will be aligned to appropriate calendar and/or fiscal years during Contract negotiations. The total bid cost is a firm fixed price Proposal and the determination of the Contract start date will not affect the total bid price.

This workbook contains cost information required for submission of a Proposal for the Services in this RFP. The worksheets within this Response Template are listed below. All worksheets must be completed. Any Proposals that do not provide complete cost information may be excluded from the competitive field.

- Cells requiring Respondent data entry are shaded in yellow to clearly indicate which cells are available for data entry.
- Cells shaded in grey or blue are locked and cannot be altered. Blue cells will populate automatically.
- Do NOT add, edit or adjust cells unless specifically requested to do so.
- It is the Respondent's responsibility to validate the integrity of the Cost Workbook formulas and links where applicable.

Key Assumptions:

- Respondents must abide by the deadlines detailed in the RFP.
- The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix indicates that a "Tier 2 Desirable" feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template.

Table of Contents		
Tab #	Tab Title	Description
1	Title	Title and Cover Page
2	Introduction	Introduction and Table of Contents
3	Cost Proposal Summary	Worksheet which summarizes the Respondent's total proposed costs
4	Staffing Rates	Worksheet for itemizing hourly rate structures for proposed project personnel
5	Design, Development and Implementation	Worksheet for one-time, total solution Design, Development, and Implementation project costs
6	Systems M&O	Worksheet for Respondent to calculate maintenance and operations costs
7	Other Costs	Worksheet for Respondent to itemize all other expenses
8	Hosting	Worksheet for Respondent to provide the cost to provide Hosting (not evaluated)

Respondent Name:
Please Complete Yellow Shaded Regions

Instructions: Respondents must only fill in their name in the yellow-shaded cell. All other cells will populate from the other tabs. Respondent will be evaluated based on their "Total DDI & One-Time Cost" and their "Total M&O & On-Going Costs" amounts. It is the Respondent's responsibility to ensure that costs on this sheet reflects the full Proposal cost for the services outlined in the RFP.

Total DDI & One-Time Cost	\$	-
Total M&O & Other On-Going Costs	\$	-

Table 1: Total Cost Summary (included in the cost evaluation)

	Total One-time Costs	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
DDI Cost	\$ -								\$ -
Systems M&O Cost			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Hosting Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Respondent Name:

Instructions: Please fill in the cells shaded in yellow. Cells not shaded yellow are locked and cannot be altered. Note that the blue cells will populate automatically.

The State will engage the Contractor to provide M&O Support after the completion of the DDI phase of the project. Given that State Contracts are capped at a maximum possible length of 7 years, and given that the DDI phase proposed by a Respondent may be of different length across proposals, it is likely that the duration of the M&O phase is different from proposal to proposal. The below form assumes that the DDI phase will continue at least through Contract Year 1. Thereafter there is a Contract Year section where a Respondent should list any anticipated M&O costs during that year. If, by way of example, a Respondent is posing a DDI phase that will last 2.5 years, the Year 3 section should contain M&O expenses for 6 months, and each year section thereafter (Years 4 through 7) should include M&O expenses for 12 months. In this example, the "Year 2" section should be left blank.

The State requests this form include a "blended hourly rate" for year Contract Year with M&O. In Rows 11 and 12 for each applicable year, the Respondent should list the number of hours it expects to spend on this work. The total for "System Monitoring" and "Technical Support" will be the amount, in that calendar year, that the Contractor shall receive in the performance of its M&O duties (a "fixed fee", to be invoiced in monthly increments).

The State also plans to have a "pool" of hours available in the Contract for use on anticipated enhancements, modifications or upgrades. The State must authorize the use of these hours and the Contractor's receipt of these funds is not guaranteed. These hours will be billed to the State at the year's blended hourly rate used to calculate the other M&O costs. To ensure consistent comparison, the State has estimated 15,000 hours per year in Contract Years 4 through 7.

It is the responsibility of the Respondent to ensure spreadsheet calculations are correct.

Detailed Cost of Systems M&O	Contract Year 2		Contract Year 3		Contract Year 4		Contract Year 5		Contract Year 6		Contract Year 7		Total	
	Blended Hourly Rate	\$	Blended Hourly Rate	\$	Blended Hourly Rate	\$	Blended Hourly Rate	\$	Blended Hourly Rate	\$	Blended Hourly Rate	\$	Total Hours	Total Cost
	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year		
System Monitoring	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		0.00 \$
Technical Support	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		0.00 \$
Upgrades, Enhancements, and Modifications	-	\$	-	\$	15,000.00	\$	-	15,000.00	\$	-	15,000.00	\$	-	60000.00 \$
M&O Turnover Services														0.00
Total	0.00	\$	-	\$	15000.00	\$	-	15000.00	\$	-	15000.00	\$	-	\$

Respondent Name: Please Complete Yellow Shaded Regions

Instructions: On this tab Respondents should note the cost to host the Future System, by Contract Year. This is the annual cost the Contactor may charge the State if the Contractor hosts the Future System pursuant to RFP Section 2.6.2.

The Respondent should price its recommended hosting approach in Table 1. The pricing from this recommended approach will be evaluated. If a Respondent proposes a range of hosting options, the Contractor should price alternate approaches in Table 2. The pricing from these alternate approaches will not be evaluated. Please note that your recommended hosting approach must align with your answers to the System Hosting section of Attachment B (which will be evaluated for its quality and feasibility).

It is the responsibility of the Respondent to ensure spreadsheet calculations are correct.

Table 1: Recommended Hosting Approach Costs

Recommended Hosting Approach:								
	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
Annual Hosting Cost								\$ -

Table 2: Alternate Hosting Approach Costs (Optional)

Alternate Hosting Approach 1:								
	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
Annual Hosting Cost								\$ -

Alternate Hosting Approach 2:								
	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
Annual Hosting Cost								\$ -

Alternate Hosting Approach 3:								
	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
Annual Hosting Cost								\$ -

EXHIBIT F
REDMANE ATTACHMENT E
COST PROPOSAL

710-20-0041

Attachment E - Cost Proposal Template

State of Arkansas Department of Human Services
 Attachment E - Cost Proposal Template
 710-20-0041
 Introduction

Introduction
 This Template provides a structured approach for proposing the costs associated with delivering this RFP's requirements. Each Respondent must fill out all applicable worksheets and cells as described by the Template and individual worksheet instructions. This Template is the formal Cost Proposal for the Respondent's Proposal. The Respondent warrants that all costs associated with the services as requested in this RFP are included in this Template. Failure to adequately represent all costs as requested in this RFP may be grounds for Proposal disqualification at the sole discretion of the State.

Where costs are requested on an annual basis, the year refers to the appropriate year of the Contract (*i.e.* Year 1 refers to the first year of the Contract rather than calendar or Federal fiscal year). Respondents must complete the Cost Proposal with the expected cost rate based on the anticipated Contract start date as stated in the RFP. However, should the Contract start date shift for any reason, the State expects Contractor to honor the costs as stated in their Cost Proposal. The State understands that this Contract may begin in the middle of a fiscal or calendar year. The awarded Contract will be aligned to appropriate calendar and/or fiscal years during Contract negotiations. The total bid cost is a firm fixed price Proposal and the determination of the Contract start date will not affect the total bid price.

This workbook contains cost information required for submission of a Proposal for the Services in this RFP. The worksheets within this Response Template are listed below. All worksheets must be completed. Any Proposals that do not provide complete cost information may be excluded from the competitive field.

- Cells requiring Respondent data entry are shaded in yellow to clearly indicate which cells are available for data entry.
- Cells shaded in grey or blue are locked and cannot be altered. Blue cells will populate automatically.
- Do NOT add, edit or adjust cells unless specifically requested to do so.
- It is the Respondent's responsibility to validate the integrity of the Cost Workbook formulas and links where applicable.

Key Assumptions:

- Respondents must abide by the deadlines detailed in the RFP.
- The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix indicates that a "Desirable" feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template.

Table of Contents		
Tab #	Tab Title	Description
1	Title	Title and Cover Page
2	Introduction	Introduction and Table of Contents
3	Cost Proposal Summary	Worksheet which summarizes the Respondent's total proposed costs
4	Staffing Rates	Worksheet for itemizing hourly rate structures for proposed project personnel
5	Design, Development and Implementation	Worksheet for one-time, total solution Design, Development, and Implementation project costs
6	Systems M&O	Worksheet for Respondent to calculate maintenance and operations costs
7	Other Costs	Worksheet for Respondent to itemize all other expenses
8	Hosting	Worksheet for Respondent to provide the cost to provide Hosting (not evaluated)

Respondent Name: **RedMane Technology LLC**
 Please Complete Yellow Shaded Regions

Instructions: Respondents must only fill in their name in the yellow-shaded cell. All other cells will populate from the other tabs. Respondent will be evaluated based on their "Total One Time and Ongoing Costs" amount. It is the Respondent's responsibility to ensure that costs on this sheet reflects the full Proposal cost for the services outlined in the RFP.

Total DDI & One-Time Cost	\$ 25,851,978.44
Total M&O & Other On-Going Costs	\$ 10,354,525.03

Table 1: Total Cost Summary (Included in the cost evaluation)

	Total One-time Costs	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Total Cost
DDI Cost	\$ 25,851,978.44								\$ 25,851,978.44
Systems M&O Cost			\$ -	\$ 411,523.20	\$ 2,357,404.67	\$ 2,428,126.81	\$ 2,500,970.62	\$ 2,656,499.73	\$ 10,354,525.03
Other Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Hosting Cost		\$ 100,000.00	\$ 200,000.00	\$ 250,000.00	\$ 350,000.00	\$ 360,500.00	\$ 371,315.00	\$ 382,454.45	\$ 2,014,289.45
Total Cost	\$ 25,851,978.44	\$ -	\$ -	\$ 411,523.20	\$ 2,357,404.67	\$ 2,428,126.81	\$ 2,500,970.62	\$ 2,656,499.73	\$ 36,206,603.47

Respondent Name: **RedMane Technology LLC**
 Please Complete Yellow Shaded Regions

Instructions: Please fill in the cells shaded in yellow. Cells not shaded yellow are locked and cannot be altered. Note that the blue cells will populate automatically.

The State will engage the Contractor to provide M&O Support after the completion of the DDI phase of the project. Given that State Contracts are capped at a maximum possible length of 7 years, and given that the DDI phase proposed by a Respondent may be of different length across proposals, it is likely that the duration of the M&O phase is different from proposal to proposal. The below form assumes that the DDI phase will continue at least through Contract Year 1. Thereafter there is a Contract Year section where a Respondent should list any anticipated M&O costs during that year. If, by way of example, a Respondent is posing a DDI phase that will last 2.5 years, the Year 3 section should contain M&O expenses for 6 months, and each year section thereafter (Years 4 through 7) should include M&O expenses for 12 months. In this example, the "Year 2" section should be left blank.

The State requests this form include a "blended hourly rate" for year Contract Year with M&O. In Rows 11 and 12 for each applicable year, the Respondent should list the number of hours it expects to spend on this work. The total for "System Monitoring" and "Technical Support" will be the amount, in that calendar year, that the Contractor shall receive in the performance of its M&O duties (a "fixed fee", to be invoiced in monthly increments).

The State also plans to have a "pool" of hours available in the Contract for use on anticipated enhancements, modifications or upgrades. The State must authorize the use of these hours and the Contractor's receipt of these funds is not guaranteed. These hours will be billed to the State at the year's blended hourly rate used to calculate the other M&O costs. To ensure consistent comparison, the State has estimated 15,000 hours per year in Contract Years 4 through 7.

It is the responsibility of the Respondent to ensure spreadsheet calculations are correct.

Detailed Cost of Systems M&O	Contract Year 2		Contract Year 3		Contract Year 4		Contract Year 5		Contract Year 6		Contract Year 7		Total	
	Blended Hourly Rate	\$ 138.88	Blended Hourly Rate	\$ 143.05	Blended Hourly Rate	\$ 147.34	Blended Hourly Rate	\$ 151.73	Blended Hourly Rate	\$ 156.31	Blended Hourly Rate	\$ 161.00	Total Hours	Total Cost
	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year	Hours Proposed per Year	Cost per Year		
System Monitoring	\$ -	-	\$ -	-	500.00	\$ 73,668.90	500.00	\$ 75,878.96	500.00	\$ 78,155.33	500.00	\$ 80,499.99	2000.00	\$ 308,203.18
Technical Support	\$ -	-	2,876.85	\$ 411,523.20	500.00	\$ 73,668.90	500.00	\$ 75,878.96	500.00	\$ 78,155.33	500.00	\$ 80,499.99	4876.85	\$ 719,726.38
Upgrades, Enhancements, and Modifications	-	\$ -	-	\$ -	15,000.00	\$ 2,210,066.88	15,000.00	\$ 2,276,368.89	15,000.00	\$ 2,344,659.95	15,000.00	\$ 2,414,999.75	60000.00	\$ 9,246,095.47
M&O Turnover Services													500.00	\$ 80,499.99
Total	0.00	\$ -	2876.85	\$ 411,523.20	16000.00	\$ 2,357,404.67	16000.00	\$ 2,428,126.81	16000.00	\$ 2,500,970.62	16500.00	\$ 2,656,499.73	1	\$ 10,354,525.03

EXHIBIT G

REDMANE COST PROPOSAL CLARIFICATION

From: Jeffrey Pardikes <Jeffrey.Pardikes@dhs.arkansas.gov>
Sent: Thursday, September 3, 2020 4:23 PM
To: Mary Kathryn Williams
Subject: FW: Request for Clarification - 710-20-0041 CCWIS
Attachments: RedMane Cost Clarification Response 2020 09 03.pdf

Importance: High

Please find RedMane's response attached.

Jeffrey Pardikes

Office of Procurement
Administrative Services Manager

This email may contain sensitive information.

From: Nawania Williams <nawania.williams@dhs.arkansas.gov>
Sent: Thursday, September 3, 2020 10:56 AM
To: Matthew Lewis <mlewis@ikasoconsulting.com>
Cc: Kevin Brannon <Kevin.Brannon@dhs.arkansas.gov>; Jeffrey Pardikes <Jeffrey.Pardikes@dhs.arkansas.gov>
Subject: FW: Request for Clarification - 710-20-0041 CCWIS
Importance: High

Good morning Matt,

See Redmane's clarification response below. Thanks.

From: Jeff Dolan <jeff_dolan@redmane.com>
Sent: Thursday, September 3, 2020 10:47 AM
To: Nawania Williams <nawania.williams@dhs.arkansas.gov>
Cc: Garrick Beil <Garrick_Beil@redmane.com>
Subject: RE: Request for Clarification - 710-20-0041 CCWIS
Importance: High

[EXTERNAL SENDER]

Dear Ms. Williams,

Thank you for your message, and for this opportunity to provide you with your requested clarifications.

Please find attached a letter that:

1. Confirms our commitment to honor the Total M&O & Other On-Going Costs price of \$10,354,525.03 as submitted in our Cost Proposal, in response to your Clarification Request A;
2. Provides the clarifying detail requested in your Clarification Request B.

Please let us know if we can provide any further information or assistance.

Thank you again for your consideration of our proposal and our services.

Respectfully,

Jeff Dolan

General Manager – U.S. Public Sector

RedMane Technology LLC

Jeff.Dolan@redmane.com

Office: 773-992-4507

Mobile: 630-781-5612

Confidentiality Notice: This electronic mail transmission is confidential and is intended only for the review of the party to whom it is addressed. If you have received this transmission in error, please immediately return it to the sender.

From: Nawania Williams <nawania.williams@dhs.arkansas.gov>

Sent: Tuesday, September 1, 2020 3:04 PM

To: Jeff Dolan <jeff.dolan@redmane.com>

Subject: Request for Clarification - 710-20-0041 CCWIS

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Dear Mr. Dolan,

I write today with two clarifications regarding RedMane’s Cost Proposal submitted pursuant to RFP 710-20-0041. Please provide RedMane’s response to clarifications A and B, to me in writing via email, by **3pm Central Time**, Thursday, September 3, 2020.

Clarification Requests:

- A. On May 13th, 2020, as part of Addendum 5 to RFP 710-20-0041, the State issued a revised Cost Proposal Template Attachment E which replaced the original posted Cost Proposal Template Attachment E. This replacement was made to, among other things, address an error in calculating the ongoing costs associated with a vendor’s proposed system. In short, the original posted template failed to add hosting costs to the ongoing cost total, whereas the corrected template fixed this calculation mistake. This correction is explained in Addendum 5.

With its proposal RedMane used the original, incorrect Cost Proposal Template. However, with its proposal RedMane included a signed Addendum 5, indicating receipt of the corrected Cost Proposal Template Attachment E.

Accordingly, because the wrong template was used there is an error on RedMane’s “3. Cost Proposal Summary” tab in the template and on RedMane’s Official Bid Price Sheet. Specifically, while RedMane proposes \$2,014,269.45 of hosting costs, these costs appear to not be included in the \$10,354,525.03 “Total M&O & Other On-Going Costs” figure represented in the Cost Proposal Template and on RedMane’s signed Official Bid-Price Sheet.

State law does not permit a correction of a vendor’s error which would result in an increase in a vendor’s proposed price. See R7:19-11-230(d) (which provides, in the context of corrections to proposals, that “[p]roposal prices shall not be increased after the date an hour of the proposal opening.”) Accordingly, the State cannot accept a correction of RedMane’s “Total M&O & Other On-Going Costs” figure that would increase that figure.

In light of the State's inability to accept an increased price, RedMane has two alternatives: 1) It can honor the \$10,354,525.03 figure represented in its proposal, inclusive of all hosting it proposed to offer, or 2) it can withdraw its proposal from consideration by the State, pursuant to R7:19-11-230(e).

To be clear, if RedMane selects Option 1 and it is ultimately selected by the State, RedMane would be expected to provide all proposed hosting services regardless of the fact that it would **not** be paid the \$2,014,269.45 identified for hosting in its cost proposal template.

Please indicate which option RedMane selects.

- B. If RedMane elects option 1 in Clarification A (and will honor the quoted figure represented in its proposal inclusive of hosting services), the State requires further clarification regarding the mCase license proposed for State use.

On page BP-2 of RedMane's proposal, RedMane states "**RedMane is proposing a unique software licensing strategy that includes a 7-year software license for the mCase AR CCWIS solution.**" (emphasis in original).

The State's Cost Proposal Template (both the original one erroneously used by RedMane and the corrected version) included the following instructions on the "7. Other Costs" tab:

"On this tab the Respondents shall list all other costs (not including hosting costs) which will be payable as part of this contract. These costs should include any licensing necessary to cover all environments..."

The "7. Other Costs" tab in RedMane's cost proposal is blank, implying that there is no license cost. Please clarify how the 7-year license works, its cost, and how that cost is reflected in the cost proposal.

Thank you,



Nawania Williams

DHS/Office of Procurement
Procurement Coordinator

P: 501-320-6511

F: 501-404-4613

700 Main Street

P.O. Bo 1437, Slot W345

Little Rock, AR 72203-1437

Nawania.williams@dhs.arkansas.gov

humanservices.arkansas.gov



This email may contain sensitive or confidential information.

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The Arkansas Department of Human Services has determined that this message may contain confidential or otherwise protected information. We have used transport encryption to help protect this message while in transit to you. Please take all reasonable measures to protect any protected or confidential data that might be in this message, including the limitation of re-disclosure to the minimum number of recipients necessary. Please report any inappropriate disclosure to

<https://dhs.arkansas.gov/ost/contactforms/ContactUs.aspx>

or as required by law.



September 3, 2020

State of Arkansas
Department of Human Services - Office of Procurement
Attn: Ms. Nawania Williams
Procurement Coordinator
700 Main Street
P.O. Box 1437, Slot W345
Little Rock, AR 72203-1437

RE: RedMane Response to Request for Clarification: AR RFP 710-20-0041 CCWIS

Dear Ms. Williams:

Thank you for your request for clarification of the RedMane proposal and the opportunity to respond to your questions. Our management team at RedMane has carefully considered your clarifications request and the options presented to us.

It is at times like these that you, as our client, have a unique opportunity to see how RedMane handles a challenging situation. In the RedMane business proposal, we discussed how we had listened and taken to heart “the sense of urgency and determination” that Governor Hutchinson spoke of in his 2020 State of the State address. We believe that this is a pivotal moment for the Division of Children and Families at Arkansas DHS and an inflection point for the children and families served by your agency. So, it is with a sense of urgency and determination that RedMane responds as follows:

AR DHS Clarification Request:

RedMane has two alternatives: 1) It can honor the \$10,354,525.03 figure represented in its proposal, inclusive of all hosting it proposed to offer, or 2) it can withdraw its proposal from consideration by the State, pursuant to R7:19-11-230(e).

RedMane Response:

RedMane selects Option 1 and shall, if ultimately selected by the State, provide all proposed hosting services identified in its cost proposal template. We understand that RedMane will not be paid the \$2,014,269.45 identified in its hosting line item in its cost proposal. **We will honor the \$10,354,525.03 figure represented in our proposal as inclusive of hosting services proposed by RedMane.**

AR DHS Clarification Request:

If RedMane elects option 1 in Clarification A (and will honor the quoted figure represented in its proposal inclusive of hosting services), the State requires further clarification regarding the mCase license proposed for State use.



On page BP-2 of RedMane's proposal, RedMane states **"RedMane is proposing a unique software licensing strategy that includes a 7-year software license for the mCase AR CCWIS solution."** (emphasis in original).

The State's Cost Proposal Template (both the original one erroneously used by RedMane and the corrected version) included the following instructions on the "7. Other Costs" tab:

"On this tab the Respondents shall list all other costs (not including hosting costs) which will be payable as part of this contract. These costs should include any licensing necessary to cover all environments..."

The "7. Other Costs" tab in RedMane's cost proposal is blank, implying that there is no license cost. Please clarify how the 7-year license works, its cost, and how that cost is reflected in the cost proposal.

RedMane Response:

One of the key benefits to Arkansas DHS of selecting RedMane is the fact that RedMane is both the solution product provider and the solution implementor. As such, RedMane is able to offer a solution package that includes a 7-year license for mCase at no additional cost to the design, development, and implementation (DDI) component of the project. This mCase 7-year license provides AR DHS with an End User License Agreement to use the mCase software for the users and environments specified in the RedMane proposal for a period of seven years (84 months) from the contract effective date.

There are no additional third-party or mCase software licensing costs that are separate and not included for the initial seven-year term of this contract, which is why RedMane has not populated the "7. Other Costs" tab of the cost proposal.

If Arkansas DHS must evaluate a software license cost number to compare the RedMane proposal to competing vendor proposals, the number to use for the purposes of evaluation is zero dollars (\$0.00). RedMane is committed to delivering the AR CCWIS solution described in our proposal for the total price we have submitted.

We hope this response to your request for clarification has answered your questions satisfactorily. Please let us know if there is any further information or assistance that we can provide

Thank you again for your consideration of our proposal. We look forward to the opportunity to work with you on this critical project.

Sincerely,

Jeff Dolan
General Manager – US Public Sector
RedMane Technology

EXHIBIT H

REDMANE TECHNICAL PROPOSAL EXCERPTS

State of Arkansas

Department of Human Services – Division of
Child and Family Services
Office of Procurement



Comprehensive Child Welfare Information System (CCWIS)

Request For Proposal Bid Number: 710-20-0041
Due date: June 5, 2020 at 10:30 a.m. CT



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Proposal Signature Page

RedMane's Proposal Signature Page can be found on the following page.

Technical Proposal Packet

Bid No. 710-20-0041


PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	RedMane Technology LLC				
Address:	8614 W. Catalpa Ave. Suite 1001				
City:	Chicago	State:	IL	Zip Code:	60656
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp		
	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation:	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian American	<input type="checkbox"/> Service Disabled Veteran	
	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Pacific Islander American	<input type="checkbox"/> Women-Owned	
	AR Certification #: _____		* See Minority and Women-Owned Business Policy		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION					
Provide contact information to be used for bid solicitation related matters.					
Contact Person:	Jeff Dolan	Title:	General Manager, US Public Sector		
Phone:	(773) 992-4507	Alternate Phone:	(630) 781-5812		
Email:	Jeff_Dolan@redmane.com				
CONFIRMATION OF REDACTED COPY					
<input checked="" type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, 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). See Bid Solicitation for additional information.</i>					
ILLEGAL IMMIGRANT CONFIRMATION					
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.					
ISRAEL BOYCOTT RESTRICTION CONFIRMATION					
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.					
<input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel.					

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this Bid Solicitation will cause the Prospective Contractor's proposal to be rejected.

Authorized Signature:  Title: President
Use Ink Only.

Printed/Typed Name: Tony Lakier Date: 5/14/2020



State of Arkansas
 DEPARTMENT OF HUMAN SERVICES
 700 South Main Street
 P.O. Box 1437 / Slot W345
 Little Rock, AR 72203
 501-320-6511

ADDENDUM 5

DATE: May 12th 2020
SUBJECT: 710-20-0041 CCWIS System

The following change(s) to the above referenced Invitation for Bid for DHS has been made as designated below:

Change of specification(s)

- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

Additional Specification(s)

1. The following changes have been made to the RFP:

- a. In Section 1.5 Bid Opening Location on page 3, the following addition was made:
 "The receptionist is to contact the buyer for more detailed directions to the bid opening location.

 When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person."
- b. In Section 1.8 Response Documents on page 4, the following addition was made:
 A. Original Technical Proposal Packet
 - 1. As an alternative to the instructions below, a Respondent may follow the alternative submission set forth in Attachment N – Limited Bid Submission Accommodation During COVID-19.
- c. In Section 1.10 Clarification of Bid Solicitation on page 5, the following edit was made:
 C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on May 8-11, 2020.
- d. In Section 1.32 Schedule of Events on page 11, the following edits were made:

Public Notice of RFP	April 3, 2020
Deadline for Receipt of Written Questions	April 17, 2020
Response to Written Questions, On or About	May 8-11, 2020
Date for Bid Submission	May 22 June 5, 2020 10:30 a.m. CT
Date and time for Opening Bid	May 22 June 5, 2020 11:00 a.m. CT
Invitation to Top 3 Ranked Respondents to Deliver Oral Presentation/Demonstrations, On or About	June 22, 2020
Oral Presentation/Demonstration from Top 3 Ranked Respondents, On or About	July 1, 2020
Selection of Contractor, On or About	July 31, 2020
Intent to Award Announced, On or About	July 31, 2020



h. In Section 3.1 RFP Contents on page 55, the following edits were made:

Attachment	Name	Description
A	Agency Current Practices, Challenges, and System Needs by Functional Area	This Attachment is intended to give the Contractor background into the current business practices and challenges, as well as the needs and desires for the Future System
B	Technical Proposal Packet	This is a template Respondents should use in preparing their Technical Proposals
C	Functional Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
D	Technical Requirements Matrix	This is a template Respondents should use in preparing their Technical Proposals
E	Cost Proposal Template	This is a template Respondents should use in proposing a cost for the project
F	Bidders' Library	This is a collection of files which Respondents should reference and review to get a better understanding of what is expected by the RFP
G	Disclosure Form	Required Disclosure Form
H	Written Questions	Respondent should use this form to submit written questions to the State pursuant to RFP Section 1.9
I	Performance Based Contracting Standards	Performance Contracting Standards
J	DHS Contract Terms and Conditions	Standard DHS Contract Terms and Conditions
K	Pro forma contract	Pro forma contract
L	BAA	Business Associate Agreement
M	Organizational or Personal Conflict of Interest Policy	Organizational or Personal Conflict of Interest Policy
N	Limited Bid Submission Accommodation During COVID-19	This Attachment provides alternative submission instructions for Respondents during COVID-19
O	Electronic Submission Signature Page	Electronic Submission Signature Page
P	Official Bid Price Sheet	This is a required sheet Respondents should use to provide pricing information

i. In Section 3.2 Technical Proposal Score on page 57, the following edit was made:

~~2. The Financial Disclosure section points will be added to the final subtask score to arrive at the total.~~

2. The following changes have been made to Attachment B - Technical Proposal Packet:
 - a. In Section 2.7 Project Staffing - Business Proposal on page 12, the following edit was made:
 "For the Engagement Director/Executive and the Project Manager (See RFP Section 2.7.2) please submit two written references, per individual, from clients similar to DCFS. Please submit these references electronically, in a sealed envelope with the Contractor's proposal. Only one copy of each reference need be submitted, but it should be clearly marked so that the State may open and copy the reference for the State's consideration."
 - b. The Agreement and Compliance page has been added to page 15 of the Technical Proposal Packet.
3. The following changes have been made to Attachment E - Cost Proposal Template:
 - a. On tab 2 - Introduction, in the Key Assumptions section, the following edit was made:
 The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix

indicates that a 'Tier 2 Desirable' feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template.

b. On tab 3 - Cost Proposal Summary, in the instructions, the following edits were made:

Respondent will be evaluated based on their "Total DDI & One-Time Cost" and their "Total M&O & On-Going Costs" amounts

a. On tab 3 - Cost Proposal Summary, the formula in Cell C9 was adjusted to include Annual Hosting Costs (cells D:J16)

d. On tab 5 - DDI, the formulas in Column T were updated to include all activities listed in cells D:G11

e. On tab 5 - DDI, in the Proposed Allocation to Deliverables & Milestones, rows for ten (10) additional proposed deliverables or milestones were added

4. The following items have been added to Attachment F - Bidders' Library:

- Exhibit 27 - .NET Data Repositories
- Exhibit 28 - Rocket Matter Statement of Work
- [CCFS Workflows]

a. The following changes have been made to Attachment I – Performance Indicators

a. In Table 1 - DDI Performance Indicators on page 2, the following edits were made:

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
D-1	<p>Critical Severity – Operational Readiness Review.</p> <p>The Future System shall pass all requirements of the ORR to the State's satisfaction in accordance with RFP Section 2.5.6 SCW Section 6.6 by a date agreed upon by the Contractor and State</p>	<p>Pass all aspects of the ORR by the agreed upon date(s). Contractor shall undertake all efforts to remedy any issues identified in the ORR and the ORR will not be considered passed until all aspects of the ORR are passed.</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to pass any aspect of the ORR, two (2%) shall be deducted from the available payment for this deliverable/milestone.</p>
D-2	<p>Critical Severity – ACF Determination of CCWIS Compliance.</p> <p>The Future System shall receive an ACF determination of CCWIS compliance of 95% or more by a date mutually agreed upon between the State and the Contractor</p>	<p>Obtain ACF determination for the Future System by the agreed upon date.</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to obtain ACF determination of CCWIS compliance one (1%) shall be deducted from the available payment for this deliverable/milestone.</p>
D-3	<p>High Severity – Project Schedule.</p> <p>The Contractor shall deliver a Project Schedule compliant with RFP Section 2.5.1.3 SCW Section 6.4.3 within thirty (30) calendar days of the Contract Start Date</p>	<p>Deliver a Project Schedule compliant with RFP Section 2.5.1.3 6.4.3 on or before thirty (30) calendar days after</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to deliver a new or updated Project</p>



Number	DDI Service Criteria ⁶	Acceptable Performance	Damages for Insufficient Performance ⁶
	This Schedule shall be updated on a mutually agreed upon periodicity.	the Contract's start date. Provide an updated Project Schedule on a mutually agreed upon periodicity thereafter (or a notice that no update is required)	Schedule Two (2%) shall be deducted from the available payment for this deliverable/milestone.
D-4	High Severity - Change Request Response. During the course of DDI, Contractor shall provide a Project Change Request (see RFP Section 2.8.6 SOW Section 4.5) within fifteen (15) days of the request from designated State staff. The Project Change Request shall include written estimates and design documents for the State's review and approval.	100% timeliness in responding to Change Requests.	[damage to be negotiated in Contract]

b. In Table 2: M&O Performance Indicators on page 6, the following edits were made:

Number	M&O Service Criteria ⁶	Acceptable Performance	Damages for Insufficient Performance ⁶
M-17	Reports. All reports required by the Contractor shall be furnished to the State or Federal Government in accordance with the requirements of the Contract. The standard shall not include Key Federal Reports (defined in SOW Attachment A, Section 31.12.1)	The Contractor furnishes all reports as required by the Contract on their due date, notwithstanding the Key Federal Reports.	[damage to be negotiated in Contract]
M-18	Key Federal Reports. The Federal Reports identified in Attachment A Section 31.12.1 are essential to the State. These reports are the AFCARS, NCANDS, NYTD, Payment History Report, and Family First reporting. A failure by the Contractor or the Future System to support the timely and accurate submission of these reports may have severe consequences for the State.	The Contractor submits all Key Federal Reports on their due dates, unless its failure to be submitted is due, in whole or in part, to an act or omission of the Contractor or a failure, issue, defect or characteristic of the Future System.	[damage to be negotiated in Contract]

⁶ Attachment N – Limited Bio-Submission Accommodation During COVID-19 has been added to provide alternative submission instructions for Contractor(s) during COVID-19.

7. Attachment O – Electronic Submission Signature Page has been added for Contractor(s) to provide electronic signatures for submissions.

8. Attachment P – Official Bid Price Sheet has been added for Contractor(s) to provide pricing information.

Change of Bid Opening Date and Time

BID OPENING DATE AND TIME

Bid opening date and time **will be changed to:**

June 5, 2020 10:30am C.T.

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF HUMAN SERVICES.

If you have questions, please contact the buyer at nawania.williams@dhs.arkansas.gov or 501-320-6511



Vendor Signature

5/14/2020

Date

RedMane Technology LLC

Company

Company

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the Contract. These obligations are in addition to any others imposed by the Contract and applicable law.

^j The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ⁱⁱⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the Contract. These obligations are in addition to any others imposed by the Contract and applicable law.

^{iv} The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.



Other Information

1. Arkansas is responsible for contracting with assessment vendors to certify their assessments if required by the assessment vendor
2. Any items marked as Tier 1 or Tier 2 are not included in our proposal or associated pricing
3. Limit of 125 reports during system implementation
4. Key staff from the RedMane Team will be available on-site in Little Rock during the DDI phase of the CCWIS project as needed.
5. State provides Tier 1 support post-production; RedMane provides Tier 2, 3
6. Conversion from core legacy system - State does Extract and data cleansing; RedMane provides support for data cleansing/validation, and performs transform and load of data into new CCWIS system
7. Conversion from ancillary systems - State performs Extract and Transform. RedMane provides CSV files that are input to our Data Migration Tool. State is responsible for populating CSV's with data in required format.
8. The CCWIS solution scope DOES include the following interfaces: Arkansas Administrative Statewide Information System (AASIS), AR-OPTS (formerly OASIS), DCCECE, KidCare System, Administrative Office of the Courts (AOC), Office of Chief Counsel (OCC)'s Litigation Management Tool, Arkansas Integrated Eligibility System (ARIES)²³, Arkansas Medicaid Management Information System (MMIS), Office of Child Support Enforcement (OCSE) System, Social Security Administration (SSA) System, Equifax/Experian/Trans Union, Department of Education (DOE) System, DCFS Travel System, MCMS (future system should replace MCMS and connect with the NEICE clearinghouse), Master Client Index, ABA Routing number checks, AFCARS, NCANDS, NYTD, Active Directory Integration
9. The CCWIS solution scope DOES NOT include the following interfaces: MidSouth's training platform (MidSouth Training Academy Site), RiteTrack (subject to replacement by a yet to be announced system), Department of Health system (ARFinds), AMIS-COGNOS, Department of Workforce Services, State enterprise content management platform, State Police AR Crime Information Center (ACIC), FBI Harvester, Bank interface for VISA, DF&A, Enterprise Criminal Background Check System
10. Interfaces are assumed to be primarily flat file interfaces between CCWIS solution and external systems.
11. Interfaces - limited to 22. Bi-directional interfaces count as 2 interfaces.
12. CCWIS solution requires no temporary interfaces as we are proposing a solution that replaces the legacy solution in one implementation event (rather than multiple production releases)
13. State is responsible for any changes to existing systems
14. For all interfaces and system integration, RedMane will utilize State's ESB for providing data and receiving data.
15. State provides document repository (SharePoint) during DDI and M&O, and configures read and write access for RedMane and subcontractor staff assigned to the project

16. One-year warranty is provided beginning on the date the CCWIS solution is placed into production.
17. CCWIS solution provides screens for authorized users to enter overpayment amounts. The solution does not calculate or recalculate overpayments. Worker-entered overpayment amounts will be sent to the state's AR-OPTS (formerly OASIS) system for overpayment recovery.
18. CCWIS solution does not provide a General Ledger. It provides ability to record balances and interfaces with an AP system.
19. Solution provides configurable checklists that can be utilized for Quality Assurance activities
20. State has already developed the agreement or MOU with court to be able to interface
21. mCase will be used as the document repository for all uploads and attachments. Limited to 2TB.
22. Site-to-site VPN assumes IKEv2 protocol encryption will be used
23. CCWIS solution is hosted by RedMane in Microsoft Azure cloud environment
24. Mobile App (mCase2) (offline/sync) is included within scope
25. If possible, RedMane will utilize State-provided HIPAA security training tools for our staff and subcontractors
26. The RedMane Team will track any training in coordination with the State's outsourced vendor, using their Learning Management system for continuity into the maintenance and operations phase
27. The State is responsible for Rollout Readiness Support, with our OCM and Training teams supporting them in those efforts.
28. Policy Parallel Testing requires non-draft policy documentation sufficient to create test cases as part of the Test Plan test coverage. The policy documentation is required to be traceable to a functional or non-functional requirement of the AR solution.
29. Our baseline M&O proposal and associated price assumes a maximum of 7 projects of 240 hours or less per year



System Acceptance

Upon agreement by the AR CCWIS Project Management Teams that all Implementation activities are complete and the AR CCWIS is ready to be migrated from the cut-over support team to the M&O team, a System Acceptance decision is made to formally end implementation.

DDI Project Close

At the completion of the transition from the go-live cutover to Maintenance and Operations (M&O), RedMane will complete a project closeout of the DDI project. The project customer follows standard PMBOK Project Close activities to deliver a Project Close-out Deliverable:

- Verify all deliverables, scheduled tasks, project controls (Risk, Issues, Change Registers) are completed, and all DDI financial Invoices are submitted.
- All RedMane DDI responsibilities and assets are transitioned to DCFS staff.
- DDI lesson learned completed.
- Transition Checklist for Cutover to M&O handoff.

While the DDI project ends, many of the project management process, tools, plans continue to support a M&O model.

Steady State (Warranty Period) (RFP Section 2.5.7)

Approach to Warranty Period

We understand the importance of resolving unforeseen application problems once users begin using the AR CCWIS. When software defects are identified, RedMane's Warranty processes will verify the defect, classify the urgency and priority of the defect for a fix. We will then fix, test, and deploy the defect fix to production at no cost. Our Warranty processes are integrated into the Maintenance and Operations services. This integration allows for SDLC efficiency, shared processes and tools, communication, and lower staff resource demands. We will track all warranty items during the warranty period and provide status through the status report. At the conclusion of warranty, a completion close-out report verifies the resolution of every warranty defect. More details on M&O services can be found in Maintenance & Operations (RFP Section 2.9).

Warranty Scope

RedMane warrants its software deployed to production to be free of defects against the system design. RedMane warrants the AR CCWIS software for one year from the initial production deployment roll out. RedMane warrants new software features deployed through production releases for one year during the M&O period. M&O deploys regular releases as part of the scheduled operations services.

Warranty Defect Identification and Classification

Warranty covers software defects identified in production. The warranty period begins at go-live and any defects identified are captured through the Help Desk ticketing resolution process. RedMane will triage the defect ticket to assess and verify the ticket is a defect against a design specification. The ticket will be assigned to the RedMane M&O team for defect fix resolution. If the ticket is identified to be working per the design specification but stakeholders require the feature, the ticket will be assigned to the state M&O team to create

EXHIBIT I

IFB NO. 710-19-1008 PROTEST DETERMINATION



Department of Transformation and Shared Services

Governor Asa Hutchinson

Secretary Amy Fecher

Director Edward Armstrong

December 20, 2019

Ronald A. Hope
Hope, Trice, O'Dwyer & Wilson, P.A.
211 Spring Street
Little Rock, AR 72201

RE: Protest by Information Resource Group, Inc.
IFB No. 710-19-1008 User Acceptance Testing

Dear Mr. Hope,

I am writing to you regarding the protest (the "Protest") that your client, the Information Resource Group, Inc. ("IRG"), submitted to me in connection with the Department of Human Services ("DHS") invitation for bids numbered 710-19-1008 (the "IFB") for User Acceptance Testing ("UAT"). In its Protest, IRG essentially asserted, among other things, that: (1) IRG was the lowest responsible bidder and should have been awarded the contract under Arkansas Procurement Law; and (2) Esystems, Inc. ("EI"), the anticipated awardee announced by DHS, did not meet the requirements of the IFB because it modified the Official Bid Price Sheet language to submit an estimate rather than a firm bid.

The relevant IFB documents confirmed that IRG was the lowest bidder.¹ Under Arkansas Procurement Law, whenever a contract has been solicited through an invitation for bids, the contract should be awarded "to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the invitation for bids." Ark. Code Ann. § 19-11-229 (a)(4). With respect to the bids that DHS received in connection with the IFB, IRG's total bid price was recorded as \$109,300.00. EI's total bid price was recorded as \$124,360.00. If both IRG and EI are responsive and responsible bidders, then IRG should have been awarded the contract because \$109,300.00 is a lower bid than \$124,360.00. However, DHS wrote a response (the "DHS Response") to the Protest in which it essentially asserted that IRG was not a responsive and responsible bidder and, therefore, lacked standing to protest. More specifically, DHS contended that IRG was denied the award because the proposed UAT Manager and UAT Lead that IRG listed as key personnel with its Bid Response Packet did not meet the minimum qualifications set forth in IFB Section 2.3(C)(3), which requires key personnel to have at least 5 years of UAT work experience.

Upon review of the relevant resumes, it became apparent that, taken at face value, IRG's proposed UAT Manager and proposed UAT Lead apparently have at least five years of relevant UAT experience. Consequently, for reasons set forth more fully below, IRG's Protest is sustained, in part, as more fully set forth below. This allows IRG the rights afforded under Ark. Code Ann. § 19-11-244(g) if it is denied the contract award. However, IRG's attempt to correct a typographic error in the bid it submitted on the Official Bid Price Sheet is ineffective and impermissible. Once sealed bids have been opened, the remedy a bidder has for having submitted an erroneous bid is to withdraw its bid altogether. See OSP Rule R9: 19-11-229.

¹ The DHS Bid Tabulation Form, Bid Number 710-19-1008, opened October 8, 2019 at 2:00pm, read by Chorsie Burns and tabulated by Nawania Williams, shows IRG with a total of \$109,300; EI with a total of \$124,360; Agree Ya Solutions, INC with a total of \$127,900.00; DXC Technology Services, LLC with a total of \$135,952.97; ILAB, LLC with a total of \$164,452.62; Public Consulting Group, Inc. with a total of \$222,701.66; and hourly rates from Ciber Global, LLC.

I. STANDING & TIMELINESS

Arkansas Procurement Law allows for two different types of protests and provides two different periods during which those types of protests can be brought. The first type of protest—one in connection with the solicitation of a contract—must be presented at least seventy-two (72) hours before the filing deadline for submission of the solicitation response. See Ark. Code Ann. § 19-11-244(a)(1). The second type of protest—a protest in connection with the award of a contract—must be submitted in writing within fourteen (14) calendar days after the award or notice of anticipation to award has been posted. Ark. Code Ann. § 19-11-244(a)(3).

Within this statutory framework, the IRG Protest is timely. See Ark. Code Ann. § 19-11-244(a)(3). DHS posted notice of its intent to award the contract to EI on November 1, 2019. I received the IRG Protest on November 7, 2019, after the close of business,² which is within fourteen (14) calendar days after the date that DHS posted notice of its intent to award a contract to EI as a result of the IFB. Based on the law and the facts presented, IRG is an interested party because it was one of seven bidders who submitted a competitive sealed bid, and facially appears to have submitted the lowest bid price.

II. WHETHER IRG WAS A RESPONSIVE AND RESPONSIBLE BIDDER

It is beyond genuine dispute that IRG submitted the lowest official bid price to the IFB, with EI submitting the second lowest bid.³ As a matter of law, the IFB solicitation was governed by Ark. Code Ann. § 19-11-229, which mandates awarding the contract to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the invitation of bids. See Ark. Code Ann. § 19-11-229(a)(4). At issue, then, is whether IRG is a responsive and responsible bidder.

Arkansas Procurement law defines a “responsible bidder or offeror” as “a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance”, before defining “responsive bidder” as “a person who has submitted a bid under § 19-11-229, which refers to competitive sealed bidding, which conforms in all material respects to the invitation for bids, including the specifications set forth in the invitation.” See Ark. Code Ann. § 19-11-204(11), (12).

DHS, in the pertinent part of the DHS Response, contends that:

IRG was denied the contract because the proposed UAT Manager and UAT Lead listed as key personnel in its proposal did not meet the minimum qualifications set forth in the IFB. IRG was not eligible to be awarded the contract, whether it had the low bid or not.

IFB Section 2.3 identifies “Minimum Qualifications” for a prospective contractor to be considered for award. It provides at Section 2.3 (C)(3):

The work history resume submitted for the proposed key individuals on this project must show past UAT work⁴ on at least one (1) eligibility engagement that supported multiple benefit programs. Skills limited to

² An email with a copy of the Protest was sent to me by Mr. Harshdeep Singh Bhasin on November 7, 2019. On November 8, 2019, I notified the Chief Procurement Officer of the DHS of the Protest and requested the solicitation documents so that I could confirm whether IRG had asserted facts that showed IRG to have been aggrieved in connection with the anticipated award of a contract to EI in connection with the IFB. On November 15, 2019, near the close of regular business hours, I received the solicitation documents that I had requested from DHS. DHS also informed me that it wanted to submit a written response to the Protest. DHS sent its response on November 22, 2019. I was subsequently contacted by IRG’s counsel and informed that IRG wanted to reply to the DHS Response. EI’s counsel also contacted me and indicated that it wanted to submit a response (“EI’s Response”) as well. Although not required by statute, I agreed to receive and consider these responses as a courtesy so that my decision would be well informed. I received them both on December 11, 2019. Although I have considered the correspondence, ultimately my statutory duty is to determine the merits of the Protest that was timely submitted.

³ Bid Tabulation Form.

⁴ UAT work and UAT services are not directly defined in the IFB, though IFB Section 1.6 does indicate that an effort was made to use industry-accepted terminology in the IFB. One technical site I visited, Guru99, provided the following description of UAT:

single program eligibility will not be acceptable for this project. Resumes shall include the following information:

- a) Client organization names,
- b) Time periods worked,
- c) Role of the proposed individual within each project,
- d) A brief summary of the project scope,
- e) Names, positions, and current telephone numbers of persons who can provide information on the proposed individuals' performance on these projects,
- f) Years of experience working with eligibility systems for state human services programs, 3 years minimum.
- g) **Years of experience providing UAT services, 5 years minimum.**
- h) Years of experience working with the primary respondent to this IFB,
- i) Years of experience working with any subcontractor of the primary respondent to this IFB,
- j) Formal education including degrees completed (Note: Formal education will not be substituted for experience.)

(emphasis in DHS Response). In its Bid Response Packet, IRG provided a resume and a detailed work history for Shyam Goel, as IRG's proposed UAT Manager, and for Deepali Jain, as IRG's proposed UAT Lead. Taken at face value, the resumes of these two key individuals portray them as having the requisite experience to provide the type of UAT support that the IFB calls for.

The resume IRG provided in its Bid Response Packet for Shyam Goel, the proposed UAT Manager, lists various relevant work experiences through his career. The first page of the resume appears to be a bulleted work history,

User Acceptance Testing (UAT) is a type of testing performed by the end user or the client to verify/accept the software system before moving the software application to the production environment. UAT is done in the final phase of testing after functional, integration and system testing is done.

Guru 99 at <https://www.guru99.com/user-acceptance-testing.html>

Another technology site, TechTarget Network, explains that, "[i]n software development, user acceptance testing (UAT)—also called application testing, and end user testing—is a phase of software development in which the software is tested in the "real world" by the intended audience. UAT is often the last phase of the software testing process, completed before the tested software is released to its intended market. The goal of UAT is to ensure the software can both handle real-world tasks and perform up to development specifications."

TechTarget Network <https://searchsoftwarequality.techtarget.com/definition/user-acceptance-testing-UAT>

IFB Section 2.1 gives some context as to the UAT it needs. In pertinent part, it provides:

... The successful Bidder of this IFB shall provide UAT services for the existing Curam and future Deloitte Nextgen eligibility system including all reports generated from the existing and future eligibility reporting warehouses.

All UAT work must be performed in accordance with the Centers for Medicare and Medicaid Services (CMS) Testing Framework Overview published at <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/XLC/Downloads/TestingFramework.pdf>

The CMS Testing Framework Overview, May 18, 2011, provides the following with respect to UAT services:

The business owner will perform User Acceptance Testing (UAT) with support from a testing contractor to assess and accept the overall functionality and interoperability of a business application's solution in an operational mode. UAT allows end users to use the solution in a manner that most resembles actual production use. This testing will be performed against the Business Product/Code based on the user's requirements, and may include Training Artifacts and User Manual, if applicable to the project. If the business application has a user interface, UAT may also assess the user's experience with the application to determine if users are able to accomplish their tasks and goals satisfactorily and efficiently to help identify potential problems and possible improvements (i.e., usability testing). Success in UAT will result in a sign-off by the business owner, validating that the business application meets documented requirements.

CMS Testing Framework Overview, 4.1.4., User Acceptance Testing.

with ten (10) years of UAT services being claimed.⁵ The remainder of the resume details different projects in which Mr. Goel served as an “architect for this project”, “project oversight”, and “design, development, and implementation activities.”

The resume that IRG provided in its Bid Response Packet for Deepali Jain, the proposed UAT Lead, can be found in IRG’s Bid Response Packet pages 38-43. The first page of his resume is a bulleted work history that reports five (5) years of UAT experience working with eligibility systems.⁶ The project information provided in Deepali’s resume, using UAT language, specifically states Deepali has at least five (5) years and seven months experience providing UAT services. Further, it states Deepali’s role with IRG is as a Business Analyst, Quality Assurance Analyst and Tester. On its face, the information provided for Deepali shows at least five (5) years of experience providing UAT services.

IRG lists as its proposed UAT Reporting Lead, Mr. Kalyan Nayini, who was mentioned in the DHS Response. A criticism was leveled in the DHS Response that his resume contains duplicate bullet points, but a complaint as to the form of the resume does not invalidate the substance of it. Mr. Nayini’s resume is found in IRG’s Bid Response Packet pages 44-60. The information provided states that Mr. Nayini has worked with eligibility systems for state human services programs for over eight (8) years and has over fourteen (14) years’ experience providing UAT services. The project information provided in Mr. Nayini’s resume specifically states he has at least five (5) years and seven (7) months experience providing UAT services with the State of Missouri Department of Social Services on the FAMIS project and describes his role with IRG is as Senior Developer and Tester. Taken at face value, IRG provided information showing that Mr. Nayini has over five (5) years’ experience of providing UAT services.

Unlike evaluation factors outlined in a request for proposals under Ark. Code Ann. § 19-11-230, the minimum requirements of an IFB are not a basis for making an award after a qualitative comparison between competing bidders who meet the minimum requirements. Indeed, Ark. Code Ann. § 19-11-229(a) defines the competitive sealed bidding method of procurement as an “award to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the invitation for bids.” See Ark. Code Ann. § 19-11-204(a)(4). While evaluators have some discretion in determining whether bidders are responsive and responsible, once the threshold is met demonstrating this in the affirmative, the lowest bid from among the qualifying bidders prevails. Here it appears that IRG met the minimum qualifications set out in the IFB and, therefore, is a responsible and responsive bidder with respect to the number of years of UAT experience that its key personnel claim in IRG’s BID Response Packet.

The DHS Response also asserted that IRG did not meet the minimum requirements because IFB Section 2.5 requires the UAT and Reporting Leads named in the bid to be one hundred (100%) percent dedicated to the provision of the UAT work required. DHS evidenced skepticism that that IRG’s company president can meet this requirement in order to serve as the UAT manager of this project. As you know, IRG has denied this is a concern, confirming its acceptance of this requirement. Whatever the future holds, nothing in the IRG bid indicates IRG is unwilling to comply. With no exception taken to this requirement, IRG’s submission of a bid evidences acceptance of the terms set forth in the IFB. IFB Section 2.5 is a term in any contractual relationship that would be established between IRG and DHS as a result of the IFB. Accordingly, absent more, the DHS’ conjecture that IRG will breach this term is insufficient grounds to deny IRG an award. Therefore, IRG’s bid should not have been rejected on the grounds that the bidder’s key personnel did not have enough years of UAT experience to meet the IFB’s requirements.

III. MOOTNESS OF OTHER GROUNDS ARGUED

IRG’s Protest also raises several other arguments as to why they should have been awarded the contract, as well as why the second lowest bid should have been disqualified. However, these arguments are moot due to IRG’s reinstatement.

IV. THE OFFICIAL BID SHEET AMENDMENT

Section D of IRG’s Protest veers away from arguing the protest grounds to correct a typographical error in the IRG Official Bid Sheet. IRG submitted a price of \$3,835,200.00. In the Protest, IRG states this was an error, and

⁵ IRG Bid Response Packet, page 21

⁶ Ibid., page 38

are, via the Protest, seeking to correct the error with the price of \$13,835,200.00⁷ A Protest cannot be used in this fashion to revise the amount that a bidder has submitted in a sealed bid.

Ark. Code Ann. § 19-11-229(g) only allows for the correction of patent or provable errors in bids that do not prejudice other bidders, or withdrawal of bids to the extent permitted under the rules promulgated by the director and upon written approval of the Attorney General or a designee of such officer. See Ark. Code Ann. § 19-11-229(g)(1). Turning then to the rules, R9:19-11-229(a) focuses predominantly on minor irregularities and pre-bid opening amendments before getting to post-bid opening mistakes in R9:19-11-229(a)(6), which states:

(6) When a mistake in a bid is claimed by the vendor prior to award and the evidence is clear and convincing that a material mistake was made in the bid, and that due to such mistake the bid submitted was not the bid intended, the bidder may be permitted to withdraw his bid. Where the evidence is clear and convincing that a material mistake has been made in a bid after the award of a contract and the contractor will sustain a financial loss (a reduction or diminution in profit margin shall not be deemed a financial loss under this subsection) if required to perform the contract, the contract may be rescinded.

R9:19-11-229(a)(6). This rule prevents people from undermining the very purpose of asking for sealed bids by easily changing their bids after they have been opened but provides an escape hatch for a contractor who discovers an error in the bid which makes performance of the awarded contract untenable. However, the remedy is expressly limited to withdrawal of the bid. Allowing bidders to make such changes by claiming a mistake after the sealed bids have been opened would open the door to bidders submitting unrealistic terms favorable to being awarded, subsequently being awarded the contract, and then circling back to have those terms amended. This clearly would be prejudicial to other bidders and would not be in the best interest of the state. Accordingly, IRG's attempted modification of the Allocation Fund pricing is ineffective, leaving IRG with the choice to be bound by the prices it originally submitted on its Official Bid Price Sheet or to withdraw its bid.

V. CONCLUSION

Based on the foregoing, the Protest is sustained in part, and IRG is reinstated as an apparently responsive and responsible bidder who has submitted the lowest bid. Award of a contract to a bidder other than the responsive and responsible bidder with the lowest bid would be a violation of Ark. Code Ann. § 19-11-229. Pursuant to Ark. Code Ann. § 19-11-247(b), either the solicitation or the proposed award must be cancelled or revised to comply with the relevant law. This lies within the discretion of DHS.

Pursuant to Ark. Code Ann. § 19-11-244(e), this determination is final and conclusive. Thank you for taking the time to bid for a contract with the great state of Arkansas. By copy of this letter, I will inform DHS and the other interested party of this decision.

Respectfully,



Edward R. Armstrong,
State Procurement Director

Office of State Procurement
1509 West 7th Street, Suite 300 * Little Rock, AR 72201 *
501.324.9316
TRANSFORM.AR.GOV

⁷ ORG Protest Section D

EXHIBIT J

EXCERPTED RFP ATTACHMENT E – REQUIREMENTS

State of Arkansas
Department of Human Services
Division of Children and Family Services
Bid 710-20-0041
Attachment C - CCWIS Functional Requirements Matrix
Due Date: 05/22/2020

State of Arkansas

Department of Human Services

Division of Children and Family Services

Bid 710-20-0041

Attachment C - CCWIS Functional Requirements Matrix

Instructions:

Attachment C - CCWIS Functional Requirements Matrix provides a list of Future System Mandatory and Non-Mandatory (i.e., Tier 1 and Tier 2) functional requirements. The functional requirements are listed across the following 13 functional area tabs:

- 1.1 General
- 1.1.2 Mobility
- 1.2 Referrals
- 1.3 Client Information
- 1.4 Investigations and Differential Response
- 1.5 Assessments
- 1.6 Case Management.
- 1.7 Provider Management
- 1.8 Title IV-E Eligibility
- 1.9 Staff Management
- 1.10 Courts
- 1.11 Interfaces
- 1.12 Reports

On each tab is a table of functional requirements. Each functional requirements is numbered. In addition, there is a description of the functional requirement, comments (if applicable) and an indication of whether that functional requirement is "Mandatory", "Tier 1", or "Tier 2". A description of these denotations can be found below. This information is set by the State and if it is altered it may result in the disqualification of a proposal.

For each functional requirement there are also two yellow cells which require completion as part of a Respondent's proposal. Please indicate (using the drop-down menu in the applicable cell) whether that functional requirement is available "out of the box," "configurable," "customizable," or "not available." In making this determination for a functional requirement, please utilize the definitions below this Instructions box.

Also for each functional requirement, please provide either:

- the Level of Effort required to ensure the functional requirement's availability (which description should **not** include the financial costs associated but rather a description of the work involved including an estimate of the man hours needed); or
- if "Not Available" is selected, an explanation of why this functional requirement is not needed or alternatively addressed, as applicable

The Contractor's proposed Future System shall, at a minimum, include the functional requirements denoted as Mandatory. If a Mandatory functional requirement is marked "Not Available", it will result in disqualification. The Comments (in Column C) that correspond with each functional requirement are for context purposes and are not a component of a Mandatory Requirement.

Requirement Tier	Description
Mandatory	Proposed solution must be able to provide the functional requirement or the Respondent will be disqualified.

Tier 1	Frequently used features in the current system or highly desirable features unavailable in the current system.
Tier 2	Infrequently used/non-essential features in the current system or non-essential upgrades that would add convenience, efficiency, or expanded utilization within business workflow.
Responses	Response Descriptions
Out of the Box	The Respondent's solution provides the functional requirement as an existing component of the proposed solution. This response indicates that <u>no</u> programming customization is required to meet this functional requirement, nor is any configuration.
Configurable	The functional requirement can be created in Respondent's proposed solution using built-in tools. To be considered configurable, the functional requirement should be forward-compatible with future releases.
Customizable	The Respondent's solution does not meet the functional requirement with any level of modification to the existing code base. The Respondent meets this functional requirement by developing <u>custom software</u> .
Not Available	The Respondents proposed solution does not meet the functional requirement with any level of modification or customization.

State of Arkansas
 Department of Human Services
 Division of Children and Family Services
 Bid 710-20-0041
 Attachment C - CCWIS Functional Requirements Matrix

Functional Requirement Number	Functional Requirement Description	Comment	Mandatory, Tier 1 or 2	Functional Requirement Availability	Level of Effort (non-financial) or Explanation for "Not Available"
Provider Management					
PM-1	The Future System must allow users to create new Provider records in the Provider Resource Directory, and stores, sorts, and maintains information on all (placement and non-placement) Providers, including for Providers who render multiple services.	Each Provider has a distinct record in a Provider Resource Directory that includes but is not limited to (for example) background checks, where they are recruited from (e.g. The Call, Christians 4-Kids), home study information, payment information, direct deposit information, all provider demographics, training hours.	Mandatory		
PM-2	The Future System allows for master-Provider and sub-Provider relationships.		Tier 1		
PM-3	The Future System tracks each Provider's Foster Family Support System (FFSS), including the time the FFSS spends with the Client, applicable demographic information, and credentials.		Tier 1		
PM-4	The Future System links Provider's FFSS to the respective Provider record.		Tier 1		
PM-5	The Future System allows the workers to select a Provider from the directory and view the detailed record of that Provider.		Tier 1		
PM-6	The Future System must provide a solution for Providers to apply to be a foster or adoptive home, be recruited and credentialed, and allow DCFS to track the application process.	See Attachment A - Section 1.7.4 for more information on the "tank", which is the current solution and needs to be replaced.	Mandatory		

PM-7	The Future System assigns all new Providers a unique Provider Number in accordance with an agreed upon numbering convention, and provides an approach to cross-referencing to legacy CHRIS Provider numbers.		Tier 1		
PM-8	The Future System supports the collection and maintenance of descriptive Provider information in the Resource Directory, such as but not limited to: whether the Provider's household has smokers, whether the Provider accepts developmentally disabled children and/or children with special needs, bedrooms (including the square footage of each) in the Provider's household and whether the Provider stays at home during the daytime.		Tier 2		
PM-9	The Future System allows different types of information to be captured about different Provider types.		Tier 2		
PM-10	The Future System has an easily-accessible way to facilitate the closing of a Provider record.		Tier 1		
PM-11	The Future System requires a documented reason in order to close a Provider record.		Tier 1		
PM-12	The Future System provides the ability to end-date a household member from a provider record.		Tier 1		
PM-13	The Future System must allow users to conduct Provider searches for both placement and non-placement Providers.		Mandatory		
PM-14	The Future System allows users to search and filter for a distinct, identified groups of Providers (e.g., Cherokee Nation, Interstate Compact on the Placement of Children).		Tier 2		

PM-15	The Future System indicates when Providers are also DHS staff on the Provider record.		Tier 2		
PM-16	When Provider searches are conducted, the Future System displays all household members.		Tier 2		
PM-17	The Future System allows workers to conduct searches to identify placement services for sibling groups.		Tier 1		
PM-18	The Future System provides the ability for a worker to search for openings in homes where siblings are in placement or siblings have been adopted.		Tier 2		
PM-19	The Future System allows staff to view a summary of children in a Provider's care to avoid incompatible placements.		Tier 2		
PM-20	The Future System tracks the placement capacity (total available, capacity utilized over time, and current availability) real-time and placement preferences for Providers who offer placements.		Tier 2		
PM-21	The Future System implements its own State-approved, integrated functionality for matching foster children to potential foster or adoptive families.		Tier 1		
PM-22	The Future System provides a platform (preferably within the Future System) to communicate with placement Providers about a potential placement and keeps a record of each communication.		Tier 2		
PM-23	The Future System has the capability to email all Providers or all Providers who meet certain criteria.		Tier 2		
PM-24	The Future System has an approach to ensure placement screens do not inhibit payments running on Client board payment days.		Tier 1		

PM-25	The Future System provides the ability for a worker to search for openings in homes where the child was previously placed.		Tier 2		
PM-26	The Future System displays Provider specific admission criteria such as age and sex parameters, wait list, rates, and a Medicaid eligible Provider flag.		Tier 2		
PM-27	The Future System maintains a history of all Provider changes, such as begin and end dates, denial, suspension, status, CPS referrals, complaints, and status of any adverse actions.		Tier 2		
PM-28	The Future System provides for a placement reservation to be recorded in the Provider record for a configurable period of time, including the scenario where a reservation opening in a home is reserved for a particular child to start at a specified future date.		Tier 2		
PM-29	The Future System must either interface with the Foster and Adoption Family Portal .NET applications or implement its own State-approved solution.		Mandatory		
PM-30	The Future System will track when Providers require re-evaluation, provide reminders of re-evaluation needs to users, and track Providers who become ineligible due to re-evaluation failures.		Tier 1		
PM-31	The Future System provides a streamlined process for re-evaluations for Providers who render two or more service types. In some instances, these Providers will have different re-evaluation dates.		Tier 1		

PM-32	The Future System provides notice to workers and Providers for those Providers who are at risk of being unavailable for expired certification, incomplete training, or other system-tracked attributes with known expiration dates.		Tier 2		
PM-33	The Future System must ensure Providers are marked as ineligible when the Provider does not meet all required conditions or the status of a condition changes (e.g., their licensing expires) and disallows that Provider from receiving a placement if that Provider is a placement Provider.		Mandatory		
PM-34	The Future System automatically makes a Provider ineligible based on the expiration of any required training, licensure, or other requirements as identified by the State.		Tier 1		
PM-35	The Future System allows the manual override by authorized users of any Provider automatically marked ineligible.		Tier 1		
PM-36	The Future System allows authorized users to manually mark Providers as ineligible or unavailable, and manually reactivate them or automatically reactivate them based on DCFS business rules.		Tier 1		
PM-37	The Future System provides the ability for DCFS to send a notice to a Provider if they are marked unavailable or become ineligible to provide services.		Tier 2		
PM-38	The Future System must allow users to record allegations against Providers and the results of any investigations within that Provider's record.		Mandatory		

PM-39	The Future System tracks Providers who are deemed unavailable to ensure proper protocol is followed in the aftermath of the determination.		Tier 2		
PM-40	The Future System is able to track within the system and display on the Foster and Adoption Family Portal (or its equivalent) all applicable approvals and licensing statuses, including licensing deficiencies, for all Providers (including for specialized foster homes like DD homes).		Tier 2		
PM-41	The Future System receives information electronically and manually regarding Provider training and incorporates it into the Providers' records.		Tier 1		
PM-42	The Future System tracks Provider training data, such as re-certification dates, training evaluations, and required and completed training hours.		Tier 1		
PM-43	The Future System tracks Providers' requested and approved Alternative Compliance or Policy Waivers.		Tier 1		
PM-44	The Future System supports a process to validate each Provider's submitted TIN with the IRS.		Tier 2		
PM-45	The Future System must provide a method for Providers to submit invoices, State users to review them, and payment information to be transmitted to AASIS.		Mandatory		
PM-46	The Future System must link money paid pursuant to a Provider invoice information with a particular Case and Client(s).		Mandatory		
PM-47	The Future System displays information on what funding sources the Provider and service qualify for.		Tier 1		

PM-48	<p>The Future System must include-detailed contract information. Detail information includes but is not limited to:</p> <ul style="list-style-type: none"> • the services the provider is contracted to offer • the rate of those services • the units of those services which remain available for State use (i.e. how much of the contract money remains unencumbered) • the amount used • the contract amount • amount encumbered • amount invoiced • amount encumbered and not invoiced • remaining amount for each contract • how much has been invoiced • how much remains in the current SFY • how much remains for each quarter 		Mandatory		
PM-49	<p>The Future System must be able to extract all relevant Provider information from AASIS, including but not limited to: vendor information, contract information, and funding coding information.</p>		Mandatory		
PM-50	<p>The Future System allows users to pre-authorize the encumbrance of contract funds for later invoicing and maintains a record of the pre-authorization.</p>		Tier 1		
PM-51	<p>The Future System allows encumbrances to be connected to one or more clients or not connected to a specific Client in certain circumstances.</p>		Tier 1		
PM-52	<p>The Future System must have the ability to pay placement providers based on the placement and rate information maintained in the system.</p>		Mandatory		

PM-53	The Future System allows users to both select a Special Board Payment from an option set within the system or enter a rate calculated offline by the user.		Tier 1		
PM-54	The Future System identifies potential scenarios when Providers might have been overpaid.		Tier 1		
PM-55	The Future System calculates the amount underpaid to Providers.		Tier 1		
PM-56	The Future System is able to pay and recoup all types of Provider payments based on configurable rules with automatic checks for potential errors and according to the funding streams or cost allocations.		Tier 1		
PM-57	If the overpayment is due to an error made in the Future System, the Future System allows authorized users to correct the data issue.		Tier 1		
PM-58	The Future System must track all Provider payment history indefinitely.		Mandatory		
PM-59	The Future System collects, maintains, and updates Provider payment data from applicable interfaces.		Tier 1		
PM-60	The Future System includes the CVT coding validation table and provides a method for it to be automatically updated.		Tier 1		
PM-61	The Future System has the ability to add units/funding back to a contract when an overpayment that has been recouped has occurred.		Tier 1		
PM-62	The Future System tracks all expenditures, including the funding source, individually on each client.		Tier 1		
PM-63	The Future System captures information outside of normal contracting circumstances, such as when the court orders a child to have services from a provider who does not have a contract with DCFS.		Tier 1		

PM-64	The Future System allows for manual adjustments and data corrections on payments, and provides for single/manual payments.		Tier 1		
PM-65	The Future System tracks trust funds, including tracking the types of resources in each individual trust fund, to include but not be limited to child support payments, social security payments, and inheritances.	Additional information on trust fund requirements can be found in Tab 1.8 Title IV-E Eligibility of this CCWIS Functional Requirements Matrix.	Tier 1		
PM-66	The Future System must allow all Volunteer information to be entered, tracked, and closed, including but not limited to background checks, training hours, references, emergency contacts, demographics, confidentiality statements, auto insurance, and whether they are available, temporarily available or unavailable.		Mandatory		
PM-67	The Future System tracks and records Volunteer travel and interface that information with the DHS travel system.		Tier 2		
PM-68	The Future System interfaces with the Master Provider Index in a manner and extent required by the State.		Tier 2		
PM-69	The Future System allows the State to review/preview board payments before issuance.		Tier 1		
PM-70	The Future System must process subsidy payments once approved and sends payment to the authorized payee.		Mandatory		
PM-71	The Future System must record information regarding adoption and guardianship subsidy payments, including payment establishment, review, modifications, terminations, and approvals.		Mandatory		

PM-72	The Future System will have the ability for providers to have multiple service types.		Tier 1		
PM-73	The Future System provides the ability to allocate the cost of a unit of services across multiple Clients to more accurately track spending by Client.		Tier 1		
PM-74	The Future System must facilitate overpayment calculation and overpayment recovery, including the ability to withhold portions of subsequent payments to off-set identified overpayments from the same Provider.		Mandatory		
PM-75	The Future System provides a public-facing portal for Providers and Non-DCFS users based on the user's role.	Examples of functionality include displaying information for each current client placed in a provider's household, including: <ul style="list-style-type: none"> • Childcare Voucher information • Court Reports • Case Plans • Assessments • Staff contact information • Staff On-Call information Additional functionality may include access to forms, upload documents. See Exhibit 19 - DCFS Foster and Adoptive Family Portal Quick Start Guide in the Bidders' Library.	Tier 1		
PM-76	The Future System must support the Provider contract development process.		Mandatory		
PM-77	The Future System will allow providers to register for direct deposits.		Tier 1		
PM-78	The Future System allows the DCFS staff members to create a Provider Record from the information obtained from a Foster and Adoptive Home application without rekeying the information.		Tier 2		

PM-79	The Future System allows DCFS staff to validate and change or add additional information to the information provided on an initial foster or adoptive parent application.		Tier 2		
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Out of the Box
Configurable
Customizable
Not Available

EXHIBIT K
CONTRACT NEGOTIATIONS AGREEMENT

Bid No. 710-20-0041 – Comprehensive Child Welfare Information System

Contract Negotiations Agreement

Pursuant to Arkansas Code § 19-11-230(e)(1), the State determined it was in its best interest to conduct negotiations with the top scoring Bidder to Solicitation 710-20-0041. This document, Contract Negotiations Agreement, is incorporated in the resulting contract (“Contract”).

A. Overpayment Calculation

1. mCase will calculate provider overpayment amounts. Clause 17 of the Other Information Section, RedMane proposal page 47, is deleted.

B. Data Migration

1. Attached to this Agreement is Exhibit 1 revising the role of RedMane as it relates to data migration and conversion.
2. Where Exhibit 1 and RedMane’s proposal conflict, Exhibit 1 controls.

C. Interfaces

1. Contractor’s disclaimers #8, #9, #10 and #11 regarding interfaces (located on the Other Information section of Contractor’s proposal, page 46) are deleted.
2. Contractor shall, as part of its duties under this contract, furnish the following interfaces, unless mutually modified by the State and Contractor during the project:
 - a. AASIS
 - b. DCCECE KidCare System
 - c. ARIES
 - d. Office of Child Support Enforcement (OCSE) System
 - e. Social Security
 - f. Equifax, Experien, and Trans Union
 - g. Department of Education (DOE) system
 - h. Master Client Index
 - i. ABA Routing Number Checks
 - j. AFCARS
 - k. NCANDS
 - l. NYTD
 - m. NEICE
 - n. Administrative Office of the Courts (AOC)
 - o. AR-OPTS
 - p. DCFS Travel System
 - q. Arkansas Medicaid Management Information System
 - r. UAMS (Family First data exchange)
 - s. MidSouth Training Academy
 - t. SafeMeasures: Contractor is partnering with NCCD to integrate SafeMeasures functionality into the Future System. While there will be integration with

SafeMeasures, since both components will be deployed as a single solution, the interface will be “internal to the Future System” and not an external interface.

- u. RiteTrack
- v. Rocket Matter

D. Local Office

1. The Contractor may, at its discretion, open a local office in Little Rock within 90 days of the contract’s effective date in accordance with the requirements set forth in RFP #710-20-0041. This is a relaxation of the RFP requirement regarding the Contractor’s local office and the Contractor’s proposal to open said office within 90 days of the contract’s effective date.

The State may require the Contractor to open the office at a later date, provided the State gives Contractor at least 60 days’ written notice. In the event that the State provides notice within the first 30 days after the contract’s effective date that it requires a local office, Contractor will not be required to open the local office until 90 days after the contract’s effective date (*i.e.* in no event shall the local office be required any sooner than 90 days after the contract’s effective date).

The State also relaxes the requirements in the RFP related to Contractor being on-site in Little Rock, Arkansas (either at its local office or the State’s offices.) Instead, the State reserves the right to request, with one (1) week’s written notice, that any member of the Contractor’s team, who is otherwise required to be in Little Rock by the RFP, be present on-site in Little Rock.”

E. Post Go-Live Support

1. The State shall provide Tier 1 post-production support to its workforce, while Contractor shall provide Tiers 2 and 3 support. To the extent anything in Contractor’s proposal or the State’s RFP conflict with this statement, this delimitation of Tier 1 with the State and Tiers 2 & 3 with the Contractor controls.

F. System Changes

1. The State affirms that it, and not Contractor, is responsible for changes to any other State systems not contemplated by this contract. Notwithstanding this statement, the Contractor shall not abrogate, disclaim or otherwise seek to change its responsibilities under this contract (including but not limited to responsibilities related to data conversion, migration and system interfaces) by requesting or demanding that the State modify other State systems unless the parties mutually agree that the State modifying a State system(s) is the most practical decision for the project.

G. Courts MOU

1. At the time of this Contract’s execution, the State does not yet have an agreement or Memorandum of Understanding (MOU) with the State courts necessary to effect the

court interface(s) contemplated by this Contract. Any representation otherwise in Contractor's proposal is struck (including, but not limited to, Other Information disclaimer number #20 located on proposal page 47).

While the State recognizes that obtaining an agreement or MOU is ultimately the State's responsibility, Contractor shall lead, in coordination with the State PMO the development of all interfaces and shall also support the State in its efforts to obtain any agreement or MOU with the court or any other interface partner if requested by the State.

H. Encryption Protocol

1. The State and Contractor shall mutually agree to a modern encryption standard that meets or exceeds IKEv2. The reference to using IKEv2 as a specifically required standard, as set forth in Contractor's proposal, under Other Information disclaimer #22 (proposal page 47), is struck.

I. Document Storage Limit

1. The Contractor's cap of document storage in mCase of 2TB set by Other Information disclaimer #21 (proposal page 47) is replaced with a cap of 10TB.

J. M&O Small Projects Cap

1. The Contractor's cap of seven (7) projects of 240 hours or fewer, as set forth in disclaimer #29 in the Other Information section of Contractor's proposal (proposal page 47) is replaced with an annual hours cap of 2,160 hours.

K. System Features

1. The genogram feature of mCase will be configured to include relationships beyond blood relationships, including but not limited to the inclusion of fictive kin as requested by the State.
2. At the State's direction and discretion, the mandated reporter portal (*see* RedMane proposal page SP-36) will be configured to provide mandated reporters visibility into, among other things, the status of a case resulting from their referral. The mandated reporter portal will allow reporters to upload documents.
3. At the State's direction and discretion, mCase will be configured to provide fiscal year projections on contracts.
4. In RedMane's proposal, on page SP-4, the reference to "Louisiana policy" is hereby changed to "Arkansas policy".

L. Metrics and Damages

1. RFP Attachment I is hereby replaced with an updated Attachment I version 2, attached as an exhibit to this Agreement as Exhibit 2.

M. Training Roles and Responsibilities

1. Attached to this Agreement is Exhibit 4 detailing roles and responsibilities in training.

N. Code in Escrow Clause

1. The Contractor shall maintain the software source code with an escrow agent and list State as an authorized recipient of the source code in the event that: (i) a receiver is appointed for the Contractor or for its property and assets; (ii) any proceeding under any bankruptcy or insolvency laws are commenced by or against the Contractor; or (iii) the State terminates the contract with the Contractor, for cause, for the Contractor's breach of maintenance and support obligations after providing Contractor 30 days written notice and an opportunity to cure, and provided that Contractor's breach is not the result of State's failure to pay Contractor, such failure to pay not being expressly attributed to the application of performance indicator damages. The Contractor shall ensure that the code held in escrow is periodically updated. The Contractor shall act in good faith as it relates to holding and updating the source code held in escrow, and the State shall act in good faith as it relates to receiving and utilizing the source code held in escrow.
2. If the State receives the software source code pursuant to the clause above, the State may only use the source code solely in connection with use, operation, and maintenance of its Future System and for no other purpose. With the exception of sharing the code with a vendor hired to perform maintenance of the Future System (which vendor would be prohibited from using the code for any other purpose in writing), the State would not distribute, share, or sell the source code to any third party.

O. Requested Changes to RFP Language

1. **2.3.4.3 Deliverables Acceptance.** Section 2.3.4.3 shall be amended as follows:

The State will have no more than ten (10) working days to complete its initial review of the deliverable and no more than five (5) working days for review of any resubmission. In the event the deliverable is returned by the State within one (1) working day, the State's ten (10) working day count shall only begin after the resubmission.

Should the State's review of deliverables chronically exceed the time frames set forth in this Section, resulting in an elongated DDI, Contractor and State acknowledge and agree that the necessary schedule modifications and added Contractor costs will be addressed in a change request, as such is defined in and governed by Section 2.3.5.

The State shall furnish the necessary subject matter experts and personnel resources that are mutually agreed to be sufficient to support five (5) work streams, 3 functional streams and 2 technical streams over the course of the DDI.

2. **2.3.7 Deliverables Schedule.** Section 2.3.7 shall have the following sentence added:

The dates proposed in the Deliverables Schedule may be adjusted by mutual agreement of the parties.

3. **2.5.1.5 CCWIS Compliance.** Section 2.5.1.5 shall be amended as follows:

DCFS is committed to compliance with ACF's CCWIS regulations. Achieving compliance is key to our success. The Contractor will work closely with the State and the PMO Contractor to ensure all CCWIS requirements have been met and tested. To this end, the Contractor will submit a CCWIS Compliance Plan within sixty (60) calendar days after Project Start Date. The CCWIS Compliance Plan will include the Contractor's approach to ensuring CCWIS compliance, describe the compliance requirements traceability and tracking process including the testing approach, and outline the process for monitoring and reporting on compliance progress.

The Contractor shall be able to adapt to changes to the CCWIS regulations throughout the duration of the project. This plan will require special focus on data quality and interfaces, as well as other areas of CCWIS compliance.

4. **2.7.3 CONTINUITY AND AVAILABILITY OF PERSONNEL.** Section 2.7.3 shall be amended as follows:

Changes to the proposed positions and responsibilities will only be allowed with prior written permission from DCFS. If the Contractor believes that an alternative organizational design could improve service levels or decrease costs, a discussion of these options and their benefits should be included in the Technical Response Template for this RFP.

The Contractor **must** seek and receive DCFS approval before hiring or replacing any Key Personnel. The Contractor **must** identify, report and resolve performance issues for its entire staff including but not limited to employees and subcontractors. The Contractor **shall** remove and replace Key Personnel, if requested by DCFS in writing, within two (2) weeks of the request for removal. When reasonably possible and at the discretion of DCFS, the Contractor may be given a ten (10) day cure period prior to a request for removal being issued.

The Contractor **must** provide DCFS with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel **shall** have qualifications that meet or exceed those specified in this section and will be subject to approval by DCFS.

The Contractor **shall** provide DCFS with status update reports every week on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor shall have in place a qualified replacement within sixty (60) days of the written notification of anticipated vacancies. During the recruitment and training period, the Contractor **shall** provide an interim replacement for all Key Personnel, subject to approval by DCFS.

The Contractor will propose a suitable engagement and partnership model with the DCFS team to ensure proper knowledge transfer throughout the life of the contract. This will include “shoulder- to-shoulder” work (when required) with identified DCFS resources so that knowledge about DCFS’ systems and business can be transferred from DCFS to the Contractor staff and knowledge about the system can be transferred from the Contractor to DCFS staff. This is particularly important with regards to the DDI of the System and subsequent enhancements.

DCFS recognizes the importance of coordination between the Contractor’s staff and DCFS’ staff. As such, the activities performed in response to this RFP must primarily be performed in Little Rock. The Contractor may perform services from a location outside of Little Rock only once approved by DCFS, such approval not to be unreasonably withheld. Both parties mutually acknowledge and agree that circumstances related to the ongoing COVID-19 pandemic may impact on-site work requirements and that certain work activities previously contemplated to be on-site, may be performed remotely as necessary for the health & safety of DCFS and Contractor personnel. DCFS and Contractor shall maintain regular communications to ensure alignment of expectations for on-site or remote work during the COVID-19 pandemic.

The State is amenable to development work being performed by the Contractor in an off-shore setting. However, all State data **must** remain in the United States. User Acceptance Testing **must** also be performed in the United States.

5. **4.4 STATEMENT OF LIABILITY.** Section 4.4(B) shall be amended as follows:

The Contractor’s liability for damages to the State **shall** be limited to the amount billed by Contractor during the twelve (12) month period immediately preceding the date such claim for damages arose or the amount of insurance proceeds payable to the Contractor with respect to the claim to which the damage limitation applies, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages. The Contractor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

For the Contractor's insurance required above, the Contractor shall cause DHS to be named as an additional insured, and the insurance coverage limits for the cyberliability/E&O policy shall be \$10,000,000 each claim and \$10,000,000 in the aggregate. Contractor shall maintain the insurance for the entirety of the contract term, and shall provide DHS with a certificate of insurance when it executes the Contract.

6. **4.7 PRICE ESCALATION.** Section 4.7(D) shall be amended as follows:

OP has the right to approve or deny the request. OP's approval shall not be unreasonably withheld.

7. **4.10 CANCELLATION.** Section 4.10 shall be amended as follows:

- 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 thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, or the Contractor has work in progress ordered by the State, 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.

P. Requested Changes to Attachment J General Terms and Conditions

DISPUTES. The section entitled "Disputes" shall be deleted in its entirety.

Q. Contract and Order of Precedence Clause

- 1. The documents listed below represent all of the components of this contract, and shall be read to be consistent and complementary. They are hereby incorporated by reference. In the event of an inconsistency or conflict between or among provisions of

Contract#
Attachment #

this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. The Contract including, any special conditions, attachments, negotiations, and addenda;
- b. Final Solicitation 710-20-0041, including Procurement Library, Final Questions and Answers, and Addendums 1-9;
- c. The Contractor's Proposal, including written clarifications;

The undersigned hereby agree that this Contract Negotiations Agreement accurately and completely reflects all items discussed in negotiations which will be incorporated into the contract. No further amendments or additions to the contract are required.

X

Cindy Gillespie
DHS State of Arkansas

Dated

X

Name
Vendor

Dated

EXHIBIT 1

DATA MIGRATION and CONVERSION

- 1) The Contractor shall partner with the State to perform data migration activities to migrate data from the following State legacy systems ("Legacy Systems"), as needed, into the new CCWIS solution ("Future System"):
 - a. Children's Reporting and Information System (CHRIS)
 - b. Great Plains
 - c. Foster Care Trust Fund (TFREIM)
 - d. CHRIS Financial Management
 - e. DHS 9190
 - f. Provider Invoice Entry (PIE)
 - g. Data Collection System (DCS)
 - h. Foster and Adoption Family Portal
 - i. eDoctus

- 2) The Contractor shall perform multiple conversion runs of the data during the course of the project to refine the process and identify issues. The time frame for these multiple conversion runs must be as mutually agreed upon by the parties and specified in the data migration plan ("Data Migration Plan").

- 3) The Contractor shall:
 - a. Provide the conversion environments for the Future System
 - b. Develop the Data Migration Plan in coordination with the State.
 - c. Extract data from the Legacy Systems
 - d. Load the data into a staging database
 - e. Run reports to analyze the data to determine what data may be Automatically Corrected. To "Automatically Correct" or "Automatically Corrected" means to transform the data into the appropriate format by applying business rules and data defaulting to the extent that it can be reasonably addressed through mutually agreed upon algorithms.
 - f. Develop scripts to Automatically Correct, where reasonably possible, the data into an appropriate format.
 - g. Load the data that has been Automatically Corrected ("Transformed") into the Future System
 - h. Test the Transformed Data and the Future System to verify that it works within the Future System
 - i. Prepare audit reports to demonstrate what percentage of Transformed data was migrated accurately and completely into the Future System, specifying what percentage of data was unable to be migrated ("Bad Data"), and determining a mutually acceptable approach to address Bad Data.
 - j. Provide the State with input regarding partner agreement requirements to support data conversion activities.

- 4) The State shall:
 - a. Provide subject matter experts to assist the Contractor with the mutually agreed upon Data Migration Plan.
 - b. Enter into and maintain all written agreements with NCCD with regards to extracting DCS data.
 - c. Establish and manage all data sharing and security agreements with partner systems per the project schedule (i.e. other organizations both within the State systems and external to the State systems that maintain data to be converted).
 - d. Provide credentials and/or secure infrastructure access for the Contractor's staff to perform any required conversion activities with partner systems, if applicable.
 - e. Define sufficiently the data standards and data governance for external partner data in the AR CCWIS Data Quality Plan prior to finalizing the Data Migration Plan with the Contractor.
 - f. Provide the Contractor with copies of the data for all Legacy Systems, including full production data for conversion processes as requested by the Contractor.
 - g. Provide data dictionaries for all Legacy Systems
 - h. Provide subject matter experts for all Legacy Systems and their data (i.e. data tables, schema, and meta-data (such as pick lists and relationships)).
 - i. Manually correct any data that cannot be reasonably Automatically Corrected as specified in 3e and 3f, above.
 - j. Support the Contractor's testing of the converted data by providing access to Legacy Systems.
 - k. Perform User acceptance Testing (UAT) on converted data within the Future System.
- 5) The State and the Contractor mutually acknowledge and agree:
 - a. A reasonable quantity of data will not be possible to Automatically Correct
 - b. Manual correction of Bad Data will be performed by the State.
 - c. To define a process limiting access to the data to be converted to authorized users only. Due to the nature of conversion and conversion testing, the data to be converted will not be masked or obfuscated.

EXHIBIT 2

ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected Contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the Contract and with which the Contractor must comply for acceptable performance to occur under the Contract.

- I. The Contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the Contractor or to the Contractor's agents and employees and to the subject matter of the Contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the Contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the Contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the Contractor's performance or lack of performance.
- III. During the term of the Contract, the division/office will complete sufficient performance evaluation(s) to determine if the Contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the Contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and will include the input of the Contractor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the Contractor are split up into two tables below, one for Design, Development, and Implementation (DDI) Performance Indicators and one for Maintenance & Operations (M&O) Performance Indicators.

For all Performance Indicators included in Table 1 and Table 2, for a first-time incident of insufficient performance, the State shall provide Contractor with a written notice (email sufficing) and a 48-hour cure period before State may assess Damages against Contractor. Subsequent or ongoing incidents of insufficient performance for the same missed incident of insufficient performance do not require additional written notices or cure-periods. For purposes of clarity, for performance indicators such as D-5 that include multiple deliverable instances, each unique deliverable instance will require a written notice and cure period for a first time incident of insufficient performance. For Performance Indicators which measure historical performance over an aggregate period of time where a cure is not possible as the time period of measurement has elapsed, e.g. availability of the Future System for a prior month as measured in M-2, a cure-period shall not be afforded to the Contractor. In addition, the due dates for deliverables included in the RFP may be changed by mutual agreement of the parties.

Table 1: DDI Performance Indicators

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
D-1	<p>Critical Severity – Operational Readiness Review.</p> <p>The Future System shall pass the mutually agreed upon requirements of the ORR to the State’s reasonable satisfaction in accordance with RFP Section 2.5.6 by a date agreed upon by the Contractor and State.</p>	<p>Pass the ORR to the State’s reasonable satisfaction by the agreed upon date(s). Contractor shall undertake all efforts to remedy any issues identified in the ORR and the ORR will not be considered passed until all aspects of the ORR are passed to State’s reasonable satisfaction.</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to pass in all material respects the requirements of the ORR, Contractor shall owe the amount of \$3,000 per business day which will be deducted from the available payment for this deliverable.</p>
D-2	<p>Critical Severity – ACF Determination of CCWIS Compliance.</p> <p>The Future System, based on the State’s requirements set forth in the RFP and the design (e.g. architecture and documentation) approved by the State and implemented by Contractor, shall receive an ACF determination that the Future System complies with CCWIS by a date that is mutually agreed upon by the State and Contractor during the term of the Contract based on the ACF CCWIS review schedule. The parties acknowledge that funding is dependent on CCWIS compliance. The parties acknowledge and agree that CCWIS</p>	<p>Obtain ACF determination that the Future System substantially complies with CCWIS by the mutually agreed upon date.</p>	<p>In the event that ACF’s determination that the Future System’s CCWIS compliance is less than is required for a full federal match for State expenditures under this Contract, and that is due to something within Contractor’s control, \$50,000 shall be withheld by State from the final payment of the</p>

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>compliance is a State obligation and the State and Contractor agree to work collaboratively toward the Future System achieving CCWIS compliance during the term of the Contract. In the event ACF guidance is provided that can enable modifications to this Performance Standard, the parties will conduct discussions to potentially revise this Performance Standard.</p>		<p>relevant contract term, or the final payment to Contractor in the event of cancellation or expiration of contract. The withheld funds shall be released to the Contractor once the issue(s) causing ACF's determination have been resolved to ACF's satisfaction.</p>
D-3	<p>High Severity – Project Schedule.</p> <p>The Contractor shall deliver an initial Project Schedule compliant with RFP Section 2.5.1.3 within forty-five (45) calendar days of the Project Start Date. This Project Schedule shall be updated on a mutually agreed upon periodicity.</p>	<p>Deliver an initial Project Schedule compliant with RFP Section 2.5.1.3 on or before forty-five (45) calendar days after the Project Start Date.</p> <p>Provide an updated Project Schedule on a mutually agreed upon periodicity thereafter (or a notice that no update is required).</p>	<p>For every one (1) business day past the agreed upon date the Contractor fails to deliver an initial Project Schedule, Contractor shall owe State the amount of \$2,000 per business day to be deducted from the available payment for this deliverable/milestone.</p>
D-4	<p>High Severity - Change Request Response (measured monthly).</p> <p>During the course of DDI, Contractor shall provide a Project Change Request (see RFP Section 2.3.5) within fifteen (15) days of the written request from designated State staff, unless based on the complexity of the Project Change Request, or other project time constraints, an extended timeframe is mutually agreed upon by State and Contractor. The State shall reasonably support the requirements definition and scope for the project change request within the first five (5) days of State's written request. The Project Change Request shall include a high-level written estimate and initial solution document based on the State's written requirements for the State's review and approval</p>	<p>100% timeliness in responding to Change Requests.</p>	<p>\$100 per business day beyond the due date up to 10 business days. The Contractor's liability for this damage not to exceed \$1500 per month. State shall not assess damages on more than five (5) proposals per month</p>

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
D-5	<p>Critical Severity – Timeliness of Deliverable Approval</p> <p>To avoid costly delays, all Key Milestone Deliverables, as defined and set forth in the attached Exhibit 3, must be approvable according to the baseline schedule and Definition of Done (DOD) provided in the acceptance criteria of the associated Deliverable Expectations Document (DED). Notwithstanding the foregoing, Contractor shall not be responsible for acts or omissions of the State, agents or vendors of the State, and interface partners outside Contractor’s control and shall be excused from this measure (i.e. not penalized) in the event that State’s failure to meet its review obligations in a timely manner causes Contractor to deliver a Key Milestone Deliverable outside the baseline schedule. Contractor shall receive one additional day to deliver a Key Milestone Deliverable for each day that State’s review of such deliverable is delayed.</p>	<p>100% of all Key Milestone Deliverables are approvable according to the baseline schedule, excluding delays caused by State’s failure to meet its review obligations in a timely manner, acts or omissions of the State, agents or vendors of the State, and interface partners outside Contractor’s control.</p>	<p>\$1,000 per business day for the first twenty (20) business days. After 20 business days, the amount will increase to \$2,000 per business day. Any penalty amounts will be deducted from the available payment for the applicable deliverable.</p>
D-6	<p>High Severity – Number of Deliverable Resubmissions</p> <p>The deliverables submitted for review should be to a quality standard that allows for one DCFS review, one update, and approval. The parties acknowledge and agree that DCFS shall identify all deficiencies in writing with sufficient actionable detail for each deliverable during each of its initial and subsequent reviews. From the date that State first identifies a deficiency (whether during an initial or subsequent review) Contractor shall have the ability to correct the deficiency (i.e. not be penalized under this D-6) and submit the deliverable to the State for final review and approval. For example, if in its initial review of a deliverable the State identifies deficiencies “A” and “B”, and then in its second review it identifies new and unrelated deficiencies “C” and “D”, Contractor shall have the opportunity to correct deficiencies “C” and</p>	<p>Obtain the State’s approval for a deliverable requiring State approval before the third submission of that deliverable, provided DCFS identified all deficiencies for each deliverable during its reviews and Contractor is given the opportunity to correct the deficiencies (once identified by DCFS) and submit for final approval</p>	<p>\$2,000 for each submission beyond the third until approval is received.</p>

Number	DDI Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>“D” in its next update and submit the deliverable for final approval to State without being penalized.</p> <p>The Contractor shall pay a monetary penalty) in the event that the State declines to approve that deliverable three times. In other words, the Contractor shall have two submissions in addition to the original submission for the State’s approval before there is a financial consequence.</p> <p>In the event the State withholds approval for the third submission, this does not eliminate, alter, abrogate or otherwise change the Contractor’s responsibility to submit that deliverable in a manner satisfactory to the State.</p>		

Table 2: M&O Performance Indicators

Number	M&O Service Criteria ⁱⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
M-1	<p>Transition Execution.</p> <p>To avoid costly extensions of existing contracts and/or operational risk, the transition activities will stay on a mutually agreed upon schedule to transition the M&O services prior to Contract expiration. This will be measured against milestones defined in the Disengagement Plan. Contractor shall not be responsible in the event that the recipient, i.e. new vendor or the State is not ready, or does not have enough resources or the appropriate skilled resources to receive the transition activity or knowledge transfer.</p>	<p>100% of all milestones are completed/approved on schedule subject to: Contractor shall not be responsible in the event that the recipient, i.e. new vendor or the State is not ready, or does not have enough resources or the appropriate skilled resources to receive the transition activity or knowledge transfer.</p>	<p>\$10,000 to be allocated to applicable milestones via the approved Disengagement Plan.</p>
M-2	<p>Availability. (measured monthly)</p> <p>The Future System, as defined below, will be available to all authorized users. Availability is defined as all critical components of the system are running and the authorized users can perform all critical business tasks supported by the Future System, as such is defined in</p>	<p>The critical components of the Future System (i.e. sufficient for authorized users to perform all critical business tasks) are available to all authorized users</p>	<p>99.74%-99.64%: \$2,500/month 99.63%-99.53%: \$4,000/month 99.52%-99.42%: \$5,000/month 99.41%-99.31% \$6,000/month 99.30% and below:</p>

Number	M&O Service Criteria ⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
	<p>RFP Section 2.9.2.1. Planned uptime is 24X7 excluding DHS approved maintenance windows. For purposes of clarity “critical business tasks” are those critical to Future System availability, results, functionality, performance or usability as specified in the “Critical” severity level set forth in RFP 2.9.2.1.</p> <p>“Future System” for purposes of M-2, M-3, and M-4 shall mean the system and processes for which Contractor has control and responsibility, i.e. the production solution developed and implemented by Contractor including the Microsoft Azure cloud infrastructure hosted by Contractor. For clarity, it does not include State network infrastructure, e.g. State active directory or anything else outside Contractor’s control and responsibility.</p>	99.75% of planned uptime.	\$10,000 per month Damages not to exceed \$120,000 annually.
M-3	<p>Performance - Average Response Time. (measured monthly)</p> <p>The Future System performance will meet end-user expectations to deliver increased customer satisfaction and efficiency gains</p>	Average response time for 85% of transactions is four (4) seconds (server response time). This excludes any endpoint latency caused by the State’s network or connectivity.	<p>Four (4) seconds-five (5) seconds: \$3,000/month</p> <p>Greater than five (5) seconds: \$5,000/month</p> <p>Damages not to exceed \$60,000 annually.</p>
M-4	<p>Performance - Maximum Response Time. (measured monthly)</p> <p>The Future System performance will meet end-user expectations to deliver increased customer satisfaction and efficiency gains</p>	99.0% of transactions are complete (server response time) in no more than five (5) seconds. This excludes any endpoint latency caused by the State’s network or connectivity.	<p>Greater than five (5) seconds \$3,000</p> <p>Greater than six (6) seconds \$5,000 per month. Damages not to exceed \$60,000 annually.</p>
M-5	<p>High Severity Incident Restoring of Service (Break/Fix). (measured annually)</p> <p>High severity incidents will be addressed quickly to minimize the business impact of the incident. High severity incidents are defined in RFP Section 2.9.2.1.</p>	95% of High severity incidents are fixed within twenty-four (24) hours.	\$1000 per high severity incident not fixed within the 24-hour period. Damages not to exceed \$12,000 annually.

Number	M&O Service Criteria ⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
M-6	<p>Security Incidents Response Time.</p> <p>DHS needs to be aware of any identified security incidents involving State data on Contractor's system(s) as promptly as possible. For purposes of clarity, an "identified security incident" means that Contractor's office of information security discovered its own incident and the incident involved State data.</p>	<p>All notifications completed in one (1) hour or less from identification of the security incident by Contractor (all notifications shall occur as promptly as possible).</p>	<p>\$2000 per incident Damages not to exceed \$10,000 annually.</p>
M-7	<p>Response to Patches and Fixes.</p> <p>When COTS/software vendors release patches/fixes, the Contractor needs to apply these patches/fixes to the environment within a reasonable time frame.</p>	<p>Prepare the patches to the production environment (aligned with DHS' release process) within thirty (30) days of the parties' mutually-agreed-upon release date.</p>	<p>\$250 every business day beyond the due date up to 10 calendar days. Damages not to exceed \$5,000 annually.</p>
M-8	<p>Response to Patches and Fixes - Critical Security Patches.</p> <p>When COTS/software vendor release critical patches/fixes, the Contractor needs to quickly apply critical patches/fixes to the environment.</p>	<p>Prepare the critical patches to the production environment (aligned with DHS' release process) within five (5) days of the parties' mutually-agreed-upon release date.</p>	<p>\$500 every business day beyond the due date up to 10 calendar days. Damages not to exceed \$10,000 annually.</p>
M-9	<p>DHS Enhancement Request Response Time.</p> <p>After DHS decides to enhance the Future System, the Contractor must respond in a timely manner to all written requests from the State.</p>	<p>Proposals/responses (based on State's written requirements) and to include high-level cost estimate, initial solution document and proposed schedule) must be received within fifteen (15) business days subject to an extension by mutual agreement if the enhancements sought by the State are more complex and will require additional time for Contractor to respond.</p>	<p>\$100 per business day beyond the due date up to 10 business days. Damages not to exceed \$1000 per month. State shall not assess damages for greater than five (5) enhancement proposals per month.</p>
M-10	<p>Delivery of Enhancements.</p> <p>To avoid scheduling issues and potential end-user issues, all enhancements must be completed in alignment with the proposed schedule, schedule may be adjusted by mutual agreement of the parties. Contractor shall not be responsible for delays caused by acts or</p>	<p>Enhancements deployed into production on schedule. Schedule may be adjusted by mutual agreement of the parties.</p>	<p>\$250 per day beyond the approved release date up to 10 days. Damages not to exceed \$2,500 per release.</p>

Number	M&O Service Criteria ⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
	omissions of the State, agents or vendors of the State, and interface partners outside Contractor's control.		
M-11	<p>Documentation Updates.</p> <p>When changes are introduced to the system (e.g. new software is deployed) or processes (e.g. personnel changes involved in Disaster Recovery) the documentation (e.g. configuration management process, architecture) must be updated.</p>	Documentation is updated within ten (10) business days of the change being deployed into production.	\$1,000 per release Damages not to exceed \$12,000 annually).
M-12	<p>Customer Satisfaction Survey - Usability.</p> <p>Customer (internal) satisfaction surveys (no more than one per year) given to DHS executive management/project management team in order to provide insight into the usability of the Future System will be created with input from Contractor and consist of objective survey metrics to measure question results.</p>	80% of all responses must have a satisfaction score of seven (7) out of ten (10) (or equivalent) or higher (10 being the highest score).	\$100 per survey respondent that is below the threshold of 80% of all survey respondent having a satisfaction score of 7 of 10. Damages not to exceed \$2,500 per survey.
M-13	<p>Customer Satisfaction Survey - Internal Vendor/Partners.</p> <p>Customer (other DHS vendors, DHS management etc.) satisfaction provide insight into whether the Contractor is partnering effectively with other vendors to provide services to DHS and its Clients. Surveys will be created with input from Contractor and will consist of objective survey metrics to measure question results.</p>	80% of all responses must have a satisfaction score of seven (7) out of ten (10) (or equivalent) or higher (10 being the highest score).	\$100 per survey respondent that is below the threshold of 80% of all survey respondent having a satisfaction score of 7 of 10. Damages not to exceed \$2,500 per survey.
M-14	<p>Disaster Recovery: Recovery Time Objective (RTO) (DHS Optional).</p> <p>DHS needs to recover the production environment at the same hosted location in the event of a disaster without lengthy downtime.</p>	The Future System is fully functional at the same hosted location within seventy-two (72) hours.	Subject to agreement on processes and responsibilities, in same hosted location \$5,000 per 24-hour period beyond the initial 72 hour period; Damages not to exceed \$25,000 per Disaster that the acceptable performance is not met due to Contractor's failure to perform its specified responsibilities. Damages for this M-

Number	M&O Service Criteria ⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
			14 will not exceed \$50,000 over the full term of the Contract.
M-15	<p>Disaster Recovery: Recovery Point Objective (RPO) (DHS Optional).</p> <p>DHS needs to minimize the loss of data in the event of a disaster.</p>	No more than twenty-four (24) hours' worth of data collected before the disaster is invoked can be lost (not available) once the production environment is restored at the back-up location.	Subject to agreement on processes and responsibilities, \$5,000 per 24-hour period beyond the initial 24 hour period; Damages not to exceed \$25,000 per Disaster that the acceptable performance is not met due to Contractor's failure to perform its specified responsibilities. Damages for this M-15 will not exceed \$50,000 over the full term of the Contract.
M-16	<p>Conflict of Interest Mitigation</p> <p>During the term of this contract, the Contractor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Contractor shall disclose all actual apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having actual knowledge of them. The Contractor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	The Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest that it has actual knowledge of and it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.
M-17	Reports. All in scope reports required by the Contractor shall be furnished to the State or Federal Government in accordance with the requirements of the	The Contractor furnishes all reports as required by the Contract on their due date, notwithstanding the Key	\$250 every business day beyond the due date up to 10 calendar days, Damages not to

Number	M&O Service Criteria ⁱⁱⁱ	Acceptable Performance	Damages for Insufficient Performance ^{iv}
	<p>Contract. State must provide Contractor with the due dates for all reports not later than 30 days in advance. Unless Future System delivers the reports directly to the State or Federal Government, Contractor will work at the direction of the State to produce the reports and State will submit the reports.</p> <p>This standard shall not include Key Federal Reports (defined in Attachment A Section 1.12.1)</p>	<p>Federal Reports. Contractor shall not be responsible for any delay caused by the State's failure to meet its obligations.</p>	<p>exceed \$5,000 annually.</p>
M-18	<p>Key Federal Reports. The Federal Reports Identified in Attachment A Section 1.12.1 are essential to the State. These reports are the AFCARS, NCANDS, NYTD, Payment History Report, and Family First reporting.</p> <p>A failure by the Contractor or the Future System to support the timely and accurate submission of these reports may have severe consequences for the State. State to provide Contractor with a list of due dates for these key federal reports and any changes relative to these federal reports with no less than 30 days' notice. Contractor will work at the direction of the State unless Future System delivers directly to the Federal Government.</p>	<p>The Contractor submits all Key Federal Reports on their due dates unless its failure to be submitted is due, in whole or in part, to an act or omission of the State</p>	<p>\$500 every business day beyond the due date up to 10 calendar days, Damages not to exceed \$20,000 annually.</p>

Service Criteria ^v	Acceptable Performance	Damages for Insufficient Performance ^{vi}
<p>Performance Bonding</p> <p>A. The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <p>1. The amount of the performance bonds shall be twenty percent (20%) of the annual contract price, unless the State determines that a lesser amount would be</p>	<p>Acceptable performance is both delivery and maintenance of performance bond as defined in the Service Criteria at all times throughout the contract term or as otherwise determined by DHS in its discretion. DHS may (i) determine that the performance bond is no longer necessary or (ii) agree to a different risk mitigation strategy that is acceptable to Contractor.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Vendor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Vendor's continued failure to meet Service Criteria, may result in a below standard Vendor Performance Report (VPR) maintained in the vendor file and contract termination.</p>

<p>adequate for the protection of the State.</p> <p>2. The State shall require additional performance bond protection when a contract price is increased or modified.</p> <p>3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.</p> <p>4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</p>		<p>Failure to provide is a breach of contract and may result in immediate contract termination.</p>
<p>B. Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect:</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS</p>	<p>1. For each failure to report, DHS may impose:</p> <p>a. \$5,000 penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or</p> <p>b. \$1,000 penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to</p>

<p>a. That a child has been subjected to child maltreatment;</p> <p>b. Died as a result of child maltreatment;</p> <p>c. Died suddenly and unexpectedly;</p> <p>d. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment.</p> <p>or</p> <p>e. That an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment</p> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>calculate penalties/damages differently per occurrence.</p> <p>2. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.</p>
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Contract#
Attachment #

<p>Transition Planning Ninety (90) days prior to the contract end date, whether such end date is due to there being no additional renewal periods remaining, or due to the parties electing not to renew the contract, the vendor shall submit to DHS a detailed plan for transitioning all contracted services that it performs under the contract to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until substantially all elements of the transition plan are satisfied as determined by DHS. DHS approval of the transition plan shall not be unreasonably withheld or delayed.</p>
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Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In accordance with Table 1 and Table 2, above, as well as the notice and cure period requirements specified, the State **may** waive damages if it determines there were extenuating factors beyond the control of the Contractor (e.g. acts or omissions of the State, agents or vendors of the State, and interface partners outside Contractor’s control) that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

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

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the Contract. These obligations are in addition to any others imposed by the Contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ⁱⁱⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the Contract. These obligations are in addition to any others imposed by the Contract and applicable law.

^{iv} The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

^v Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

^{vi} The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

**EXHIBIT 3
Key Milestone Deliverables**

Key Milestone Deliverables	Deliverable
1	<p>Integrated Project Management Plan and required subplans:</p> <ul style="list-style-type: none"> • Change Management Plan • Schedule Management Plan • Risk & Issue Management Plan • Performance Management Plan • Document Management Plan • Quality Management Plan • Requirements Management Plan • Resource Management Plan • Configuration Management Plan • Deliverable Management Plan • Subcontractor Management Plan • Closure Approach <p>*Final list of plans for Key Milestone Deliverable #1 will be determined based on which plans will be owned by Contractor and which plans will be owned by PMO. Only those plans owned by Contractor will be included, here.</p>
2	Project Schedule
3	Training Plan
4	Requirements Traceability Matrix
5	CCWIS Compliance Plan

Contract#
Attachment #

6	Design Document (Approach only)
7	Interfaces Plan
8	Data Quality Standards and Automated Data Quality Approach
9	Data Conversion Plan
10	System Architecture
11	System Security Plan
12	OCM Plan
13	Master Test Plan
14	Operational Readiness Review (ORR)
15	Implementation Plan
16	Systems Operations, Support, and Transition Plan

EXHIBIT 4

Training Roles and Responsibilities

As requested by the State, this document describes the projected roles and responsibilities of RedMane and the State related to Training.

Roles:

RedMane Team:

1. Training Lead
2. Trainers
3. e-learning/ training material author

Arkansas/ Mid South Roles

1. SME- review training materials and help coordinate assessment (part-time)
2. Classroom training coordinator (part- time)
3. Classroom trainers (6 people for 8 weeks)

Responsibilities:

Item	Description	Responsible	Number of State and/or Mid South Resources
Training Needs Analysis	The purpose of the assessment is to understand what skills are critical to each persona for successful implementations, the optimal way to deliver the training (classroom, eLearning, or webinar classes), what specific impact the new system will	RedMane Team	Coordination

	<p>have, and what other specific objectives should be considered to make the stakeholder successful. The assessment encompasses multiple layers of analysis from macro to micro including organizational analysis, task analysis, and individual learner analysis. This training needs assessment will drive the creation of a Training Plan which will also detail how to build a specific training approach to satisfy curriculum needs.</p>
E-learning	<p>eLearning will be an important tool for resources that need to use the system, but on a smaller scale, or for modules that are less complicated. eLearning courses will allow end users to review and practice the same hands on exercises learned in classroom training. Each eLearning module will ensure understanding of the course material using quizzes and checkpoints that check proficiency through the course. Each quiz will explain for each incorrect answer, the course will provide the correct answer and a narrative of why the answer is correct.</p>
Training Material	<p>Development of role specific classroom training</p>

	Development of training guides, quick sheets, etc.		
Develop and deliver Train the trainer	<p>Develop and training Arkansas/ Mid South trainers on delivering role-based classroom training</p> <p>A train the trainer model would be utilized before end user training would begin in order to ensure state training staff understand all aspects of the system and how it supports the business processes, and is highly proficient at performing the tasks end users will be expected to know at the end of training.</p> <p>If it is necessary to adapt classroom training to virtual training; support will be given to trainers to allow that to happen seamlessly</p>	RedMane Team	Arkansas/ Mid South trainers to participate in one week train the trainer session
Classroom training delivery	<p>Instructor-led, and Virtual Instructor-led Trainings are an essential element of any training program, giving users the opportunity to interact with the system through a guided process, and engage with the trainer for follow-up questions. We find this training mode is the ideal solution for personas that will interact with the system daily or those that are experiencing significant impacts from new processes. We expect that caseworkers</p>	State trainers (RedMane Team to support, as needed)	Arkansas/ Mid South coordinator and trainers. There will be a need for six trainers to complete the training over approximately a six week period.

across all the agency's programs, as well as investigators will require at least some instructor-led trainings.

EXHIBIT L
RFP ADDENDUM 8

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203
501-320-6511

ADDENDUM 8

DATE: June 2, 2020

SUBJECT: 710-20-0041 CCWIS

The following change(s) to the above referenced Invitation for Bid for DHS has been made as designated below:

Change of specification(s)

- Additional specification(s)
 Change of bid opening date and time
 Cancellation of bid
 Other

RFP Reference	Original Text	New Text
RFP - Page 61, Section 4.5 Performance Bonding	The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.	The State has determined that a performance bond of twenty percent (20%) of the original contract price will be adequate for this solicitation.

BID OPENING DATE AND TIME

Bid opening date and time will be changed as follows:

Bids Due: June 5, 2020 at 3:30 p.m.

Bid Opening: June 8, 2020 10:00 a.m.

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF HUMAN SERVICES.

If you have questions, please contact the buyer at nawania.williams@dhs.arkansas.gov or 501-320-6511

Vendor Signature

Date

Company

EXHIBIT M

EMAIL EXCHANGE REGARDING PERFORMANCE BOND

From: Jeff Dolan <jeff_dolan@redmane.com>
Sent: Thursday, October 15, 2020 5:33 PM
To: Nawania Williams
Subject: RE: Meeting Request for Monday

[EXTERNAL SENDER]

Hello Ms. Williams,

We are in receipt of your invitation, and we look forward to Monday's discussion.

Thank you,
Jeff

Jeff Dolan

General Manager – U.S. Public Sector
RedMane Technology LLC
Jeff_Dolan@redmane.com
Office: 773-992-4507
Mobile: 630-781-5612

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From: Nawania Williams <nawania.williams@dhs.arkansas.gov>
Sent: Thursday, October 15, 2020 2:17 PM
To: Jeff Dolan <jeff_dolan@redmane.com>
Subject: Meeting Request for Monday

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Mr. Dolan,

Thank you for the thoughtful response to our note. We would like to meet on Monday at 11:30 central to discuss RedMane's requests. We're scheduling an hour. We're optimistic that we can pin down all the outstanding items during this call.

If this time presents a challenge please let us know, but as you know time is of the essence so please make all reasonable accommodations to make this time work.

Regarding the performance bond specifically, we are not able to eliminate it (as it was a mandatory term in the RFP) but we want to be clear about the amount required by the RFP. The contract will have one-year terms and the performance bond would be pegged to a year's remuneration and not the total contract remuneration. We also want to make sure that RedMane saw Addendum 8 which reduced the amount required by the bond to 20% of the contract's price. To be clear, the value of the bond need not be the total value of the full contract but 20% of one year's remuneration. We can talk more about this on Monday.

Please use the zoom credentials below.

Best regards,

Nawania Williams

Join Zoom Meeting

<https://us02web.zoom.us/j/86190287644?pwd=Q0QxYmNVejExRlZldVN2N1NRR0lWUT09>

Meeting ID: 861 9028 7644

Passcode: 738501

One tap mobile

+16465588656,,86190287644#,,,,,0#,,738501# US (New York)

+13017158592,,86190287644#,,,,,0#,,738501# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 861 9028 7644

Passcode: 738501

Find your local number: <https://us02web.zoom.us/u/kzP1tUMiA>



Nawania Williams

DHS/Office of Procurement
Procurement Coordinator

P: 501-320-6511

F: 501-404-4613

700 Main Street

P.O. Bo 1437, Slot W345
Little Rock, AR 72203-1437
Nawania.williams@dhs.arkansas.gov

humanservices.arkansas.gov



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or as required by law.

EXHIBIT N

REDMANE TECHNICAL PROPOSAL CLARIFICATION

From: Jeff Dolan <jeff_dolan@redmane.com>
Sent: Friday, August 14, 2020 9:11 AM
To: Nawania Williams
Cc: Kevin Brannon; Mary Kathryn Williams; Jeffrey Pardikes
Subject: RE: Clarification of Bid - RFP 710-20-0041 CCWIS

Importance: High

[EXTERNAL SENDER]

Dear Ms. Williams,

We have received your request for clarification regarding RedMane's proposal submitted pursuant to RFP Number 710-20-0041, and we are pleased to provide you with the following responses to your inquiries:

1. **Request 1: Explain what was intended by the quoted text from the "Other Information" section of RedMane's proposal.**
 - RedMane Response: Item 2 of the "Other Information" section on Page 46 was communicated in error. Please delete Item 2 in its entirety.
2. **Request 2: Confirm that all features it offers in its proposal, including those offered in Attachments C and D, are included as part of its proposal.**
 - RedMane Response: Yes, RedMane confirms that all the features described in its proposal, including those offered in Attachments C and D, are included in its proposal.
3. **Request 3: Confirm that all features it offers are included in its quoted price.**
 - RedMane Response: Yes, RedMane confirms that all features offered in its proposal are included in its quoted price.

Thank you for this opportunity to provide these clarifications, and please let us know if there is any further information or assistance that we can provide.

Respectfully,
Jeff Dolan

Jeff Dolan
General Manager – U.S. Public Sector
RedMane Technology LLC
Jeff_Dolan@redmane.com
Office: 773-992-4507
Mobile: 630-781-5612

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From: Nawania Williams <nawania.williams@dhs.arkansas.gov>
Sent: Thursday, August 13, 2020 2:45 PM
To: Jeff Dolan <jeff_dolan@redmane.com>

Cc: Kevin Brannon <Kevin.Brannon@dhs.arkansas.gov>; Mary Kathryn Williams <MaryKathryn.Williams@dhs.arkansas.gov>; Jeffrey Pardikes <Jeffrey.Pardikes@dhs.arkansas.gov>
Subject: Clarification of Bid - RFP 710-20-0041 CCWIS

EXTERNAL EMAIL: Please do not click on links or attachments unless you know the content is safe.

Hello Mr. Dolan,

Arkansas DHS requires clarification of a phrase in RedMane's proposal submitted pursuant to RFP Number 710-20-0041. The clarification request is detailed below my signature. This matter is urgent and time sensitive.

Please respond to this clarification request via email by **9:00 AM, Central Time, Monday August 17th**.

Please note: do not include any price or cost figures or dollar amounts in responding to this clarification question. The State has not yet reached the phase of evaluation where a vendor's sealed cost proposal has been opened.

Thank you,
Nawania Williams

Item Requiring Clarification:

On page 46 of RedMane's proposal, RedMane has a numbered list titled "Other Information." The second item on this list reads:

"2. Any items marked as Tier 1 or Tier 2 are not included in our proposal or associated pricing"

The State wishes to clarify what this statement means as it appears to conflict with other elements of RedMane's technical proposal and calls into question the accuracy of RedMane's cost proposal. In the technical proposal, including but not limited to RedMane's completion of Attachments C and D, there are numerous instances where RedMane indicated that its offered solution included some Tier 1 and Tier 2 features. By way of example, requirement G-2 in Attachment C is rated "Tier 2" and RedMane indicated that this feature is available "out of the box." This would appear to conflict with quoted statement from the "Other Information" which appears to disclaim the inclusion of any Tier 2 item.

The second part of the quoted "Other Information" relates to the non-inclusion of certain features in the cost proposal. The RFP's instructions noted that anything proposed by the Vendor should be included in the quoted price. By way of illustration, the following text comes from the Cost Proposal Attachment E's instructions:

"The costs proposed in this workbook should include any cost associated with any system feature or attribute proposed in a Respondent's proposal. By way of example, if a Respondent's Functional Matrix indicates that a "Tier 2" feature can be provided through customization, then the cost of that customization will be included in the proposed costs in this template."

During Q&A for the RFP, the State further clarified that anything presented as available in Attachment C or D was part of the proposal and its pricing. Specifically, the State noted in its answer to Question 245:

"All costs associated with a vendor's solution (including but not limited to the development of any Tier 1 or Tier 2 features and functionalities) must be reflected in the vendor's bid. So, the cost of all functions that the vendor marks as "Out of the Box", "Configurable", or "Customizable" must be reflected in the vendor's bid. A vendor can choose to omit non-mandatory requirements from their proposal if the vendor deems them to be cost prohibitive."

Can RedMane please:

1. Explain what was intended by the quoted text from the "Other Information" section of RedMane's proposal;
2. Confirm that all features it offers in its proposal, including those offered in Attachments C and D, are included as part of its proposal; and
3. Confirm that all features it offers are included in its quoted price.



Nawania Williams

DHS/Office of Procurement
Procurement Coordinator

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or as required by law.