



STATE OF ARKANSAS
DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

REQUEST FOR QUALIFICATIONS
SOLICITATION DOCUMENT

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

Solicitation Number:	SP-27-013-RFQ		
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1.1 INTRODUCTION

This Request for Qualifications (RFQ) is issued by the Arkansas Department of Shared Administrative Services (SAS), Office of State Procurement (OSP) for the Arkansas Insurance Department (“AID”)- Senior Health Insurance Information Program (“SHIIP”) Division to obtain Qualified Vendors List (QVL) of pre-qualified Contractors to provide Medicare Beneficiary Assessment services.

A contract(s) will be awarded to the Prospective Contractor determined to have submitted the response that is the most advantageous to the State. Prospective Contractors should direct all questions, comments, or concerns regarding this Solicitation to OSP, not the Department.

The QVL resulting from this solicitation will replace AID’s current SHIIP and MIPPA Medicare Beneficiary Assessment Services QVL and contracts. The Contractor may be added to the QVL as qualified contractors are approved. Being listed on the resulting QVL is not a guarantee to the contractors that they will be contacted to provide the requested services.

1.2 LIVE PROPOSAL OPENING INFORMATION

Proposals for this RFQ are subject to a public opening during which names of Prospective Contractors will be read aloud. Information for attending the public opening is provided below:

Teams Meeting Link:	https://teams.microsoft.com/meet/230057517376718?p=HaPRfdogeTaLASW9nC
Meeting ID:	230 057 517 376 718
Passcode:	t3bq6q5d
Call in (audio only):	501.244.3310 or find a local number 164 314 760#

1.3 TYPE OF CONTRACT

- A. As a result of this RFQ, the State intends to establish a Qualified Vendor’s List (QVL) consisting of multiple Contractors.
- B. The Prospective Contractor will be evaluated on a pass/fail basis. OSP will review each response submitted by the response deadline to verify all requirements that have been met.
- C. The anticipated starting date for any resulting QVL or contract is December 2026 except that the actual QVL or contract start date may be adjusted unilaterally by the State for up to three (3)

calendar months. By submitting a signed proposal, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.

- D. Prospective Contractors whose responses meet (pass) all requirements and response submission requirements of this RFQ will be included on the initial QVL.
- E. Prospective Contractor whose responses do not meet (fail) any of the requirements and response submission requirements of this RFQ will not be included on the initial QVL.
- F. OSP reserves the right to reject a response if it does not meet requirements, if any of the response submission requirement documents are omitted, or if it is in the best interest of the state to do so.
- G. The initial term of a resulting QVL or contract will be for three (3) years. Upon mutual agreement by the Contractor and Department, the QVL or contract may be renewed for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate term of seven (7) consecutive years.
- H. At the discretion of AID, this solicitation may be reopened at any time deemed necessary to allow additional Qualified Vendors to be added to the QVL based on the needs of the department.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "BCC" Beneficiary Client Contact is the person to who is receiving assistance from Agency Counselors to assist the Medicare beneficiaries in making decisions on their Medicare needs.
- C. "CMS" Centers for Medicare and Medicaid Service administers the nation's major health care programs.
- D. "GOE" Group Outreach and Education is an area where counselor's setup outreach stations to assist Medicare beneficiaries.
- E. "LIS" Low-Income Subsidy Program (also called "Extra Help") is available under the Medicare Part D prescription drug program. It includes information on how one becomes eligible for the Low-Income Subsidy as well as useful outreach material.
- F. "Medicare" is a federal health insurance program for Americans aged 65 or older and certain younger people with disabilities. *(Refer to RFQ Section 2.3(C))*
- G. "MIPPA" Medicare Improvement for Patients and Providers Act of 2008 provides targeted funding for State Health Insurance Assistance Programs (SHIPs), Area Agencies on Aging (AAAs), and Aging and Disability Resource Centers (ADRCs) to conduct outreach and enrollment of low-income Medicare beneficiaries into the Part D Low Income Subsidy (LIS/Extra Help) and the Medicare Savings Programs (MSPs), and to promote utilization of Medicare's preventive services
- H. "MOE" Media Outreach and Education is an area where information is set up and available for Medicare beneficiaries.
- I. "MSP" Medicare Savings Program offers savings or may assist in paying for Medicare premiums.
- J. "Prospective Contractor" means a responsive and responsible vendor who submits a response to this Solicitation.
- K. "QVL" Qualified Vendor List of Contractors that meet qualifications.
- L. The terms "Request for Qualifications," "RFQ," and "Solicitation" are used synonymously in this document.

- M. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- N. "**Shall**" and "**must**" mean the imperative and are used to identify Requirements.
- O. "SHIIP" Senior Health Insurance Information Program, a division of the Arkansas Insurance Department, assists Medicare beneficiaries in the State of Arkansas.
- P. "SHIP" State Health Insurance Assistance Program receives money from the Federal government to provide free local health insurance counseling to people with Medicare.
- Q. "SHIPTA Center" Training webpage intended only for State Health Insurance Assistance Program (SHIP) representatives and users. This password-protected, role-based website is provided by the SHIP National Technical Assistance Center through a grant from the U.S. Administration for Community Living. Will be used throughout the education and training of Volunteers and Certified Counselors.
- R. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- S. "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 Department using such a contract.
- T. "Subcontractor" means a business or person that contracts with the Contractor to perform a portion of the work or services required by the resulting contract.

1.5 SOLICITATION SCHEDULE

For informational purposes, OSP is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the State's discretion. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE [dates are provided for reference]

ACTIVITY	DATE
Deadline for Prospective Contractor Questions	October 14, 2026 @ 5 pm
Answers to Questions Posted*	October 21, 2026
Response Due Date	November 4, 2026 @ 2 pm
Pass/fail Evaluation*	November 5-6, 2026
Post Anticipation to Award*	November 9, 2026
Award QVL*	November 30, 2026

1.6 CLARIFICATION OF SOLICITATION

- A. Prospective Contractors should submit questions about this Solicitation by the deadline listed in Table A using the SAP Business Network Message Board.
 - 1. Prospective Contractors **must** be registered in the SAP Business Network to submit questions.
- B. Questions submitted after the deadline may not be addressed.
- C. Prospective Contractors should download *Attachment A: Written Questions*, posted with the Solicitation, to itemize and submit questions.

- D. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
- E. Prospective Contractors should use the Clarification of Solicitation period to:
 - 1. Ask questions about requirements of the Solicitation
 - 2. Clarify Prospective Contractor assumptions
 - 3. Address price sheet concerns
 - 4. Notify the State of any Requirement that precludes the Prospective Contractor from submitting a qualifying response
- F. Written questions will be consolidated and responded to as appropriate.
- G. A consolidated response is anticipated to be posted by the close of business on the date provided in Table A.
- H. If questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- I. Prospective Contractors may contact the OSP Procurement Specialist with non-substantive questions at any time prior to the proposal opening.
- J. An oral statement by OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- K. Only an addendum written and authorized by the State will modify the Solicitation.

1.7 RESPONSE DOCUMENTS

- A. All responses **must** be submitted through the SAP Business Network.
 - 1. Prospective Contractors **must** be registered in the SAP Business Network to submit their responses.
- B. To ensure compatibility, all documents **must** be submitted using Microsoft Office or Adobe compatible formats.
- C. Prospective Contractors **shall** utilize the *Response Packet* posted with the Solicitation to submit their responses.
- D. The following items are response Submission Requirements and **must** be submitted as part of a Prospective Contractor's response.
 - 1. Completed *Response Packet* posted with the Solicitation
 - a. Signed *Response Signature Page*; signature may be ink or digital.
 - b. Completed Proposed *Subcontractors Form*, if applicable
 - c. Verification Form (See Response Packet).
 - 2. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - a. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract for professional services to submit a copy of its *Equal Opportunity (EO) Policy*.
 - b. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.

- E. Failure of a Prospective Contractor to complete the Experience, Solution, or Risk subsections of the *Response Packet* may result in rejection of the response as non-responsive.
- F. Prospective Contractors should not include web addresses or links in their responses unless explicitly requested to do so.
 - 1. Should a Prospective Contractor include web addresses or links in their responses, the web addresses or links may be withheld from the Evaluators and may not be subject to consideration during scoring.
- G. The following items, which **must** be submitted prior to a contract award, may also be included with the Prospective Contractor's response:
 - 1. *EO 98-04: Contract and Grant Disclosure Form* (see [SRV-1](#), section 11)
 - 2. *Voluntary Product Accessibility Template (VPAT)*, if applicable
- H. Prospective Contractors may include a redacted copy of their response (labeled *Redacted*), if desired (see RFQ Section 4.5 *Proprietary Information*)
- I. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter, promotional materials, or marketing information.
- J. Responses **must** be submitted in the English language.
- K. Prospective Contractor's responses cannot be altered or amended after the response opening except as permitted by law or rule.
- L. Prospective Contractors may submit multiple responses.

1.8 PRICING

Prospective Contractors **shall not** submit pricing with their responses; pricing will be negotiated during Discussions.

SECTION 2 – SCOPE AND REQUIREMENTS

2.1 BACKGROUND AND CURRENT ENVIRONMENT

The Medicare Improvement for Patients and Providers Act (MIPPA): This program is funded by the MIPPA grant to help older adults, individuals with disabilities, and their caregivers apply for special assistance through Medicare. MIPPA provides valuable support at the state and community levels for organizations involved in reaching and providing assistance to people who may be eligible for Extra Help/Low-Income Subsidy program (LIS), Medicare Savings Program (MSP), and the Medicare Part D Prescription Drug Program. This initiative includes special efforts to target rural areas and Native American elders.

Arkansas Senior Health Insurance Information Program (AR SHIIP): This program is funded by the State Health Insurance Assistance Program (SHIP) grant to provide Medicare beneficiaries with unbiased information, counseling, and enrollment assistance. AR SHIIP's mission is to strengthen the capability of grantees to support a community-based, grassroots network of local offices that assist beneficiaries with their Medicare-related questions.

The Contractor presents and distributes information to groups and individuals to inform them of Medicare benefits, coverage rules, written notices and forms, appeal rights and procedures, and more. They also provide free, in-depth, one-on-one insurance counseling and assistance to Medicare beneficiaries, their families, friends, and caregivers.

The Contractor assists Medicare beneficiaries in learning about options that are available which include the Original Medicare program A and B, Medicare Advantage (Part C) Plans, Medicare Prescription Drug (Part D) Plans, and programs designed to help people with limited incomes for their health care, such as Medicaid, the Medicare Savings Program, and the Extra Help/Low-Income Subsidy programs. They can help people compare Medicare Supplemental (Medigap) insurance policies and explain how these and other supplemental insurance options (e.g., insurance plans for retirees) work with Medicare.

The Contractor will also provide information on long-term care insurance and, when needed, refer beneficiaries to agencies such as the Social Security Administration and local Medicaid offices for additional assistance. Some SHIIP counselors are volunteers who are trained and certified to help older adults and those individuals with disabilities.

2.2 OBJECTIVE AND GOALS

- A. Qualified Contractors will identify, educate, and assist eligible Medicare beneficiaries (clients) in Arkansas with subsidy programs. Clients are eligible to receive Medicare under any of the following conditions:
 1. The client's age 65 or older.
 2. The client has been determined to be disabled by the Social Security Administration and has drawn Social Security Disability Income for at minimum twenty-four (24) months.
 3. The client has been diagnosed with End-Stage Renal Disease (ESRD).
 4. The client has been diagnosed with Lou Gehrig's disease or Amyotrophic Lateral Sclerosis (ALS).
- B. Centers for Medicare and Medicaid Service (CMS) details additional subcategories of target populations including the following criteria:
 1. Populations with limited income;
 2. Populations with limited English proficiency;
 3. Populations with illiterate or with limited literacy proficiency

4. Populations living in rural areas;
5. Populations with disabilities and
6. Populations with dual eligible for Medicare and Medicaid

2.3 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have at least one (1) year of experience with direct Medicare counseling services.
- B. The Prospective Contractor **shall** be a local community agency or sole proprietor licensed to operate in Arkansas, and **must** meet at least one of the following criteria:
 1. Corporation
 2. Nonprofit
 3. Partnership
 4. Public Service Corporation
 5. Sole Proprietorship
- C. The Prospective Contractor **shall not** be health insurance issuers, subsidiaries of a health insurance issuer, or professional associations that include members of or lobbies on behalf of the insurance industry.
- D. The Prospective Contractor **shall not** be licensed agents or brokers or work on behalf of the insurance industry.
- E. The Prospective Contractor **shall not** presently be a recipient of federal grant funds from another Arkansas State Agency (i.e. Arkansas Department of Human Services) for providing services similar to those described in this RFQ (i.e. Medicare assessment services).
- F. Failure of a Prospective Contractor to meet all minimum qualifications specified in this RFQ will cause a proposal to be rejected as non-responsible.

2.4 GENERAL REQUIREMENTS

- A. The Contractor **shall** perform all services and provide all deliverables within timelines established by the Department and agreed upon prior to contract award.
- B. The Contractor **shall** serve Medicare-eligible beneficiaries, such as social service agencies, senior housing programs, or hospitals.
- C. The Contractor **shall** designate a SHIIP Liaison Coordinator who serves as the primary contact and ensures program effectiveness.
- D. The Contractor **shall** offer free, unbiased one-on-one counseling and assist in screening beneficiaries for cost-saving programs like Extra Help.
- E. The Contractor and their counselors **shall not** be affiliated with the insurance industry, sell insurance products, or solicit business.
- F. The Contractor **shall** use zip code data to identify highest concentrations for likely eligible clients.
- G. The Contractor should identify all Arkansas counties they intend to serve upon request from AID. Arkansas counties are listed on [SHIIP Partner Map Archive - Arkansas Insurance Department](#)
- H. The Contractor **shall** be willing to sponsor community outreach and educate Medicare beneficiaries including but not limited to booth rentals and registration fees.

2.5 COUNSELOR TRAINING AND CERTIFICATION

- A. The Contractor **shall** ensure that all staff and volunteers providing counseling services hold and maintain valid certifications.
- B. Counselors **shall** successfully pass four pre-training courses and exams.
- C. To maintain certification, counselors **shall** complete yearly training and score no less than 80% on the SHIP exam.
- D. Active counselors **shall** complete annual refresher training.
- E. Counselors **shall** participate in CMS and SHIP training, program change updates, and relevant webinars or teleconferences.
- F. Counselors **shall** attend the CMS annual two-day Train-the-Trainer conference and receive certificate of completion.

2.6 SHIP REQUIREMENTS

- A. The Contractor **shall** identify, educate, and assist Medicare Beneficiaries (“clients”) in Arkansas by providing the Medicare Beneficiary Assessment Services described below:
 - 1. Explain basic insurance concepts and terminology;
 - 2. Determine eligibility for Medicare benefits;
 - 3. Describe the differences between Parts A, B, C and D;
 - 4. Describe Medicare health and prescription drug benefits and exclusions eligibility;
 - 5. Explain the costs related to Medicare;
 - 6. Explain Medicare enrollment and disenrollment processes; and
 - 7. Explain enrollment and disenrollment premium penalties that are applicable to a client’s situation.
- B. The Contractor **shall** include with AR SHIP invoice a copy of any written media advertising as published, Billboard, social media and Website a copy or pictures of what was published, Radio and Television will need to submit invoices from each station.
- C. The Contractor **shall** participate in outreach events within the Contractor’s service area as requested by AR SHIP. There are three types of GOE:
 - 1. Outreach-interactive presentations to the public;
 - 2. Booths or exhibits; and
 - 3. Enrollment events.
- D. The Contractor **shall** be compensated by the anticipated number of Beneficiary Client Contact (BCC) forms processed annually. SHIP rate of pay is \$20 per BCC form.
- E. In addition, Contractor **shall** be compensated for each Media Outreach and Education (MOE) and Group Outreach and Education (GOE). SHIP MOE/GOE rate of pay is \$15 per MOE/GOE.
- F. Pay rates are determined by the availability of funds.

2.7 MIPPA REQUIREMENTS

- B. The Contractor **shall** provide the following services to assist clients with limited income and resources in paying costs of Medicare:
1. Explain how the Medicare Savings Program (MSP) and Low-Income Subsidy/Extra Help (LIS) programs work with Medicare;
 2. Explain who processes the MSP and LIS program applications;
 3. Determine if client is eligible MSP, then assist them with application enrollment and submit application on their behalf; print last two pages of document for billing purposes. If application is completed in person include wet signature. If by phone indicate to client that you need verbal approval if given indicate so on application with Name of client and date.
 4. Determine if client is eligible for LIS/Extra Help, if so then assist them with application enrollment and submit application on their behalf; print last two pages of document for billing purposes. If application is completed in person include wet signature. If by phone indicate to client that you need verbal approval if given indicate so on application with Name of client and date.
- C. The Contractor **shall** increase awareness of Medicare health and wellness benefits including preventive services and the Annual Wellness Visit.
- D. The Contractor **shall** attend 4 events per calendar year. This could include, but are not limited to, Health and Wellness, educational activities, or group outreach initiatives. The Contractor **shall** provide photographs and constructive information derived from these educational and outreach services.
- E. The Contractor **shall** provide 1 or 2 pieces per month, including relevant documentation, and, if applicable, share them on AR SHIP's Facebook page.
- F. The Contractor **shall** possess the necessary skills to access and apply suitable online resources for client assistance, including but not limited to:
1. www.medicare.gov to compare plans and find information.
 2. [Explore your Medicare coverage options](#)
 3. [Access Arkansas - Learn](#) to apply for Medicare Savings Programs online;
 4. [Medicare Resources - Arkansas Insurance Department](#) to assess if a client's income and asset levels are within allowable range for Extra Help; and
 5. www.ssa.gov to apply for LIS Extra Help and Medicare Parts A & B
- F. The Contractor **shall** accept and respond to inquiry referrals and transferred calls from AR-SHIP Division's toll-free line, 1-800-224-6330, and via email for those residing in the Contractor's service area.
- G. The Contractor's compensation **shall** be based on service area.
1. Rural rate of pay is \$150 per BCC form.
 2. Urban rate of pay is \$100 per BCC form.
 3. Pay rates are determined by the availability of funds.

2.8 CONTRACTOR STAFFING

- A. The Contractor **shall** provide a *Staffing Plan* prior to providing services under the resulting QVL.

- B. The Staffing Plan **must** address key personnel and support staff to be assigned to the State's account, as well as how the Contractor's staff will support performance, risk management, and accountability specifically aligned with the Department's project.
- C. The Contractor **shall** employ counselors who have a minimum of one (1) year of business education and/or certified counselor experience. These counselors should be able to provide a letter verifying their hire date and termination date, with the duration of employment being more than one (1) year.
- D. The Contractor **shall** provide and maintain sufficient staffing resources to provide timely and acceptable service for the life of any resulting contract.
- E. The Contractor **shall** provide staff with relevant licenses, certifications, training, and experience to perform the required services for their roles.
- F. The Contractor **shall** employ at least one full-time employee.
- G. Contractor's staff who have contact with Medicare beneficiaries **must** undergo a criminal background check.
- H. The Department **shall** have the right to approve or reject proposed staff members prior to the finalization of the plan after award of a resulting contract.
- I. The Contractor **shall** replace key personnel upon request by the Department for justified reasons such as performance, behavior, and security.
- J. In the event of the vacancy of key personnel, the Contractor **shall** provide replacement candidates to the Department for review within the agreed timeframe after the Contractor learns of the vacancy.
- K. Prior to providing services, the Contractor **shall** email a list of current volunteers and certified counselors on staff.
- L. The Contractor **shall** maintain an accurate and current list that includes the following information for each volunteer and certified counselor:
 - 1. Full name;
 - 2. Date of birth;
 - 3. Phone number;
 - 4. Email address
- M. The Contractor **shall** inform AR-SHIIP by email when a current volunteer or certified counselor is no longer part of the staff and when a new volunteer or certified counselor is added to the list.

2.9 NEW HIRE PACKETS

- A. The Contractor **shall** submit New Hire Packets to AR-SHIIP and receive approval prior to an individual operating under the Contractor's direction. New Hire Packets **must** include:
 - 1. Completed and signed Individual Confidentiality and Non-Disclosure Form (*Refer to Individual CNDA provided at the time of award*).
 - 2. Completed and signed Individual Record Check Form providing consent for Arkansas State Police to conduct a criminal record search and release any results to AID.
 - 3. Copy of new hire's current driver's license.
- B. The Contractor **shall** contact AR-SHIIP for current version of New Hire Packet. Instructions for submitting New Hire Packets will be included in the New Hire Packet.
- C. AR-SHIIP will contact Contractor regarding any issues with Contractor's New Hire application.

- D. For volunteers, the Contractor **shall** also include the following documentation provided in *Volunteer Documents provided at the time of award*:
1. Volunteer Self-Assessment
 2. Arkansas SHIP Volunteer Application
 3. Arkansas SHIP Assurance Agreement

2.10 REPORTING

- A. The Contractor **shall** provide reporting within timelines established by the Department and agreed upon prior to contract award.
- B. The Contractor **shall** provide quarterly Progress Report to designated AR-SHIP staff member. The report **must** be emailed by the 15th of the following month.
- C. AR-SHIP will provide the Contractor with the appropriate email address at time of award. Contractor's quarterly progress report **must** include the following information:
1. List of current Certified Counselors
 2. List of current Volunteers
 3. Describe any challenges for Counselors and Volunteers may have had, and what actions were taken to resolve them.
- D. The Contractor **shall** provide quarterly Counselor Training Report detailing the number of Counselor training sessions provided January – March, April – June, July – September, and October – December. (Template provided at the time of award).

2.11 COMPLIANCE

- A. The Contractor **shall** adhere to all Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules and Regulations.
- B. The Contractor **shall** ensure accessibility and usability of tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.
- C. The Contractor **shall** provide information and services in a fair, accurate and impartial manner.
- D. The Contractor **shall** provide clients with information in a manner that is culturally and linguistically appropriate to the needs of the Medicare population, including clients with limited English proficiency.
- E. The Contractor **shall** retain records pertaining to MIPPA/SHIP including BCC, GOE, and MOE forms for ten (10) years. Copies or other facsimiles of program records such as electronic media are acceptable substitutions for original documents.
- F. The Contractor **shall not** receive any financial consideration directly or indirectly from an insurance company or Medicare drug or health plan.
- G. The Contractor **shall not** receive federal grant funding from another Arkansas State Agency for providing services similar to those described in this RFQ (i.e. Medicare assessment services).
- H. Medicare minutes will be sent to the Contractor each month via email. The Contractor **shall** make monthly Medicare minutes available to their staff and volunteers via email and/or county message board.

2.12 STARS PROGRAM

- A. SHIP Tracking and Referral System (STARS) is a nationwide database used by State Health Insurance Assistance Program (SHIP) network grantees and counselors to record, track, and report beneficiary interactions, local outreach, and Medicare counseling activities to the federal government.
- B. The Contractor **shall** be responsible for data entry into STARS and complete an 'MOE' and a 'GOE' cover sheet listing each activity to submit with invoices. (Template provided at the time of award).
- C. For MIPPA, the Contractor **shall** submit Beneficiary Client Contact (BCC) forms online at [STARS.acl.gov](https://stars.acl.gov).
- D. Data entry of BCC forms for SHIP and MIPPA **must** be completed and keyed into STARS by the 15th of the following month, for the previous billing period service. This also includes GOE's and/or MOE's.
- E. The Contractor **shall** use the provided, mandatory invoice templates when submitting all requests for payment (Template provided at the time of award).
- F. The Contractor **shall** complete and submit only the specific template corresponding to the relevant funding source (SHIP, MIPPA, GOE, or MOE). Failure to utilize the correct template as provided will result in immediate rejection of the invoice.
- G. Counselors **shall** complete a client contact report for each counseling session and report monthly via the SHIP Tracking and Reporting System (STARS).
- H. At minimum, the Contractor **shall** designate one staff member to:
 - 1. Register Certified Counselors, including those providing support services, at [STARS.acl.gov](https://stars.acl.gov).
 - 2. Review and edit STARS user roles quarterly.
 - 3. Review the STARS dashboard monthly and address and resolve any issues (i.e. BCC form entered incorrectly) prior to the second week of the following month.

2.13 DATA OWNERSHIP AND END OF CONTRACT TRANSITION

- A. The State **shall** retain sole ownership, right, title, and interest to all data collected and stored by the Contractor under any resulting contract, excluding intellectual property and exclusions governed by applicable State and Federal laws.
- B. Data use by the Contractor **shall** be limited to its sole use in the provision of the services anticipated by this RFP. Any other use of State data collected by the Contractor **shall** require the express written approval of the Department.
- C. At the end of any resulting contract and after confirmed transfer of 100% of the State-owned data, deliverables, and products the Contractor has created, developed, produced, and managed while performing the services outlined in this RFP back to the State or their designee, the Contractor **shall** destroy all copies of the State-owned data the Contractor possesses.
- D. The Contractor **shall** ensure all data received as part of any resulting contract is used solely for the purpose of any resulting contract and not shared, reused, or disseminated to any other party or entity without the express written consent of the Department representative or as otherwise required under applicable State and Federal laws.
- E. Upon termination or expiration, should any subsequent contract for this or similar services be awarded to a provider other than the Contractor, the Contractor **shall**, to the greatest extent possible and reasonable, cooperate with the Department in initiating a smooth and orderly transition to the next provider.

2.14 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided by a Contractor.
- B. Performance Standards will be determined and agreed upon during Discussions and may be negotiated throughout the resulting contract duration.
- C. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards. The State has final determination of performance acceptability.
- D. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- E. Failure to comply with any applicable State and federal laws, regulations, and policies will be deemed unacceptable performance.
- F. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency.
- G. 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.
- H. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.
- I. Performance Standards will not be amended unless they are agreed to in writing and signed by both the State and the Contractor.
- J. Changes to Performance Standards are subject to State review and approval processes prior to implementation, including Legislative review.

SECTION 3 – SELECTION

3.1 QUALIFICATION PROCESS

- A. OSP will review each *Response Packet* to verify Submission Requirements have been met.
 - 1. Responses that do not meet Submission Requirements will be rejected and will not be subject to further review.
- B. Responses meeting all Requirements of the RFQ will be included on the initial QVL.

3.2 ISSUANCE OF A CONTRACT

- A. The Department will be responsible for award and administration of a resulting contract.
 - 1. All resulting contracts **shall** be subject to State approval processes which may include Legislative review.
- B. The Department will reach out to a qualified contractor for services as needed.
- C. Contractors **shall** comply with all terms and conditions contained herein.

3.3 QUALIFIED VENDOR LIST ADMINISTRATION

- A. OSP will administer the resulting QVL. Each year following the initial term prior to the expiration date of the QVL, OSP will send a renewal notification to each qualified contractor listed on the QVL.
 - 1. OSP will send the renewal notification using the email address submitted with the Prospective Contractor's *Response Packet* or using an updated email as provided by the Prospective Contractor during the term(s) of the QVL.
 - 2. The renewal notification will contain requests for information the qualified contractor **shall** provide by the deadline specified in the renewal.
 - 3. Should the Prospective Contractor fail to provide the required information by the deadline stated in the renewal notice, the qualified contractor will not be included on the renewed QVL.
- B. Throughout the term(s) of the resulting QVL, the qualified contractor **shall** provide OSP with immediate, written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

3.4 ACCEPTANCE OF QUALIFICATION PROCESS

- A. The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the qualification process.

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

- A. This RFQ incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)), unless otherwise negotiated and agreed upon during Discussions.
 - 1. The contract template is attached to the Solicitation as a sample for informational purposes only.
 - 2. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.
- B. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements of the RFQ if selected as the Contractor.
 - 1. A Prospective Contractor's response may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFQ.
- C. Qualifications and services **must** meet or exceed the required Requirement as set forth in the Solicitation.
- D. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
 - 1. Responses submitted by Prospective Contractors determined to be non-responsible will be rejected.

4.2 INVOICING AND PAYMENT

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting <https://sas.arkansas.gov/procurement/vendor-resources/>.
- B. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. To ensure timely processing, all invoices **must** contain the applicable state purchase order (PO) number.
 - 2. Contractors failing to include a valid PO number on an invoice waive any carrying charges, penalties, or fees associated with late payment, pursuant to Arkansas Code Annotated § 19-61-303.
 - 3. The Contractor should invoice the agency by an itemized list of charges.
 - 4. Payment will be made in accordance with applicable State of Arkansas accounting procedures after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- C. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized purchasing card (p-card) as applicable.
 - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
 - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.

3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
4. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

4.3 CONTRACTOR CERTIFICATIONS

- A. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the commodities or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- B. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).
- C. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- D. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

4.4 GENERAL TERMS AND CONDITIONS

- A. Prior to the award of any resulting contract, the Prospective Contractor **shall** be registered to do business in the State of Arkansas through the Arkansas Secretary of State's office (<https://sos.arkansas.gov/>).
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a response, the Prospective Contractor represents and warrants:
 1. That the prices in the response have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.

- D. Prospective Contractor should not discuss the Solicitation or response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. The State will not pay costs incurred in the preparation of a response.

4.5 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (FOIA) (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and are subject to FOIA.
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA; such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal.
- E. Pricing information submitted in a proposal is not considered confidential after an anticipated awardee is named and should not be redacted.
- F. By redacting information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- G. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal.
- H. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- I. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- J. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor.
- K. Documents simply marked "Confidential" and not properly redacted will not be considered redacted for the purpose of FOIA.
- L. If a redacted copy of the submission documents is not provided with Prospective Contractor's response, a copy of the non-redacted documents may be released.
- M. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- N. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.