

AHIM MARKETING AND OUTREACH SERVICES RFP QUESTIONS AND ANSWERS

Date Released: 1/30/2015

| Question # | RFP Section # | RFP Page # | Paragraph # | Question | Answer |
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| 1 | 3.1 | 11 | 2 | When the AHIM-branded effort launches, will the Arkansas Insurance Department Arkansas Health Connector/ federal portal program transition out? | AHIM will launch SHOP in 2015 for the Plan Year of 2016. The Arkansas Health Connector/State Partnership Marketplace will continue Individual Market enrollment. In fall of 2016, AHIM will launch the Individual Market along with continuing the second year of SHOP for plan year 2017. The Arkansas Health Connector/State Partnership Marketplace will be completely transitioned out for plan year 2017. |
| 2 | 1.3, 4.7, 5.6, 5.7.1 | 4, 17, 24, 25 | | As their services are typically bid separately (only when/if they are needed at a future date, and as required by purchasing requirements), are printing, audio, and/or video production service providers considered subcontractors? | No. Production services (printing, audio, and video) are not considered subcontractors. |
| 3 | 4.2 | 13 | 1 | Please clarify who "AHIM Partners" are. | AHIM partners are stakeholders, public officials, private stakeholders and existing vendors currently contracted with AHIM. |

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| 4 | 4.3.4 | 14/15 | 4 | Will AHIM have internal resources to administer/supplement the content management of their marketing website and/or social media, including monitoring and responses to posts, comments, etc.? Or will the contracted bidder handle <u>all</u> website management and social media outlets? | The contractor will be responsible for the development of all website management and social media outlets. |
| 5 | 5.3 | 22 | 1 | Does a copy of the transmittal letter need to be included in both the Technical and Cost original bids? | A copy of the transmittal letter should be included ONLY in the Technical Proposal. |
| 6 | 5.6.1 | 24 | 1 | Can work samples supporting the 3-page case study be appended? Or must these be counted in the case study pages? | Work samples supporting the 3 page case study can be included. Please limit any attached appendices to 15 pages. |
| 7 | 4.7, 5.7.3 | 17,25 | 1 | For RFP resume requirements, we define “Key Personnel as the strategic leadership and discipline managers on the account. Is this a proper approach to fulfill AHIM’s RFP requirements? | AHIM considers Key Personnel as all integral individuals who will play a major role in the ongoing management and development of the project. |
| 8 | 6.2 | 29 | 1 | Will AHIM accept a bank letter verifying a \$500,000 or 10% of total budget unencumbered Line of Credit rather than a Letter of Credit? | Yes, a Line of Credit letter from a bank will be accepted. |
| 9 | Table 6.2 and 6.3 | 31/32 | N/A | Please help us understand AHIM’s expectation (definition) of “real time evaluation.” This appears in the Cost Proposal Grids. | AHIM considers real time evaluation to be an effective campaign measurement tool or reporting structure that provides AHIM with frequent reporting of campaign data, metrics and tracking. |
| 10 | Table 6.1, 6.2 and 6.3 | 30-32 | N/A | There are no spaces in the Cost Proposal grids for Social Media development or ongoing management. Where would AHIM like for these costs to be reflected? | Please include social media development costs in the "develop media plan line" and include ongoing management costs in the "Implement and manage social media campaign" |

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| 11 | 7.3.2 | 34 | N/A | Can you provide a breakout of the evaluation process points adding up to the 75% total? | AHIM reserves the right to allocate points as desired across the proposal sections. Please refer to section 7.3.2 table 8-1 of the RFP. |
| 12 | 8.8 | 39 | 1 | Will the inclusion of out-of-state subcontractors and/or vendors potentially negatively impact a bidder's evaluation score? | Inclusion of out-of-state contractors will not negatively impact a bidders score assuming the sub-contractor is highly qualified, has demonstrated quality and comparable work and is capable of performing the scope of work. |
| 13 | 4.3.2 | 14 | 1 | What is the role of the Cicero group in this process and how may we obtain their research data? | Cicero/PCG conducted research on the small businesses, insurance agents and brokers, and employees in Arkansas. Research was not conducted pertaining to the individual marketplace. The report is located on the AHIM web site at https://static.ark.org/eeuploads/arhim/Cicero_Survey.pdf |
| 14 | 4.3.2 | 14 | 1 | Has the Cicero data been provided to vendors for previous state contracts? | No. Cicero/PCG report was presented to the AHIM Board of Directors on January 21, 2015. Entire research report is located on the AHIM web site at https://static.ark.org/eeuploads/arhim/Cicero_Survey.pdf |
| 15 | 4.3.4 | 14 | 3 | Are the Shop IT and IM IT vendors already chosen and will they do all of the web development? If not who will be responsible for this? | No, The SHOP IT and IM IT Vendors have not been selected to date. The consumer interface portion of the AHIM web site will be the responsibility of the successful Marketing and Outreach bidder. Please see page 14 - Section 4.3.4. |

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| 16 | 2.1 | 6 | 1-2 | Is this entire process subject to FOIA? | Yes, this process is subject to the Freedom of Information Act. |
| 17 | 5.3 | 22 | 1-2 | Which if any outside firms assisted in the preparation of this RFP? | AHIM's Project Management Vendor assisted with the development of this RFP. |
| 18 | 6, 8 | 29, 37 | 6.2, 8.4 | What is the budget? | AHIM requests that bidders submit the budget for completing the proposed scope of work. AHIM must remain within the budget allocated to Outreach and Marketing through Federal Grant Funds. |
| 19 | 7 | 34 | 7.4 | What is the funding source and has it been secured? | AHIM has been awarded a Level II Exchange Establishment Grant through CCIIO/CMS. |
| 20 | 4 | 13 | 4.2 | Who are the AHIM partners? | AHIM partners are all stakeholders, public officials, private stakeholders and existing vendors currently contracted with AHIM. |
| 21 | 4 | 14 | 4.3.2 | Will you share the survey data that was provided by Cicero Group? | Cicero/PCG conducted research on the small businesses, insurance agents and brokers, and employees in Arkansas. Research was not conducted pertaining to the individual marketplace. The report is located on the AHIM web site at https://static.ark.org/eeuploads/arhim/Cicero_Survey.pdf |
| 22 | 3 | 11 | 3.1 | Are you an independent state agency? | The Arkansas Health Insurance Marketplace (AHIM) was created to manage and implement a state-based health insurance exchange in Arkansas in accordance with state and federal law. AHIM was established by the 89th Arkansas General Assembly 2013 Regular Session by ACT 1500 and is a nonprofit public benefit corporation. |

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| 23 | 4 | 16 | | Are there any restrictions on the commission paid by the media? | AHIM requests that vendors follow standards marketing commissions not to exceed 15%. AHIM expects vendors to operate as good business partners in establishing paid media commissions. |
| 24 | 4, 1 | 13, 4 | 4.3.1, 1.3 | Will out of state vendors be considered? | Yes. |
| 25 | n/a | n/a | n/a | Are you still under contract for marketing and advertising with Mangan Holcomb Partners? If so, when does that contract terminate? | No, AHIM has issued no previous contracts related to marketing and outreach services. |
| 26 | 5 | 27 | 5.10.1 | <p>What is the actual number of the eligible population (138 – 400% of FPL) that remains uninsured?</p> <p>Why do they remain uninsured?</p> | <p>Several reports exist regarding Arkansas's uninsured populations and are available to the public.</p> <p>http://datacenter.shadac.org/profile/239,132,146#5/arkansas/percent,moe,count/a/hide</p> <p>http://kff.org/state-category/health-coverage-uninsured/?state=AR</p> <p>https://ipa.arhealthconnector.arkansas.gov/reports_select.aspx</p> <p>Arkansans remain uninsured due to lack of information, lack of knowledge of the law's requirements, cost and individual choice. Other reasons may also exist.</p> |

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| 27 | 6 | 29 | 6.2 | Will a signed letter on bank letterhead establishing credit-worthiness and pre-approval of a line of credit suffice as proof of credit? Is an actual Letter of Credit required to be submitted with the bid rather than upon award of the contract? | Yes, a Line of Credit letter from a bank will be accepted. The Letter is requested to be completed with the bid. |
| 28 | 4 | 13 | 1 | Is there a list of current AHIM Stakeholder partnerships/contracts? | AHIM does not have an existing list of Stakeholders partnerships / contracts; however AHIM will work with the successful bidder in identifying these groups. |
| 29 | 4.2 | 13 | 5th Bullet | Is information available on Internet resources and access for AHIM eligible populations? | AHIM owns no data regarding Internet resources or access for eligible populations. |
| 30 | 4.3.1 | 13 | 1 | Will respondents be provided baseline and tracking research conducted during the SPM launch outreach and education campaign in 2013? Have awareness tracking studies been conducted since the end of the campaign, and if so, will that information be available? | Please see section 4.3.2 of the RFP. The data collected from the Arkansas Health Connector/State Partnership Marketplace launch and campaign was not conducted by AHIM. It is unclear if AHIM will have access to the data at this time. |
| 31 | 4.3.2 | 14 | 3rd Bullet | Is data available for current IM and SHOP enrollees by county – or State Rating and Service Area Region? | Several reports exist regarding Arkansas's uninsured populations and are available to the public. http://datacenter.shadac.org/profile/239,132,146#5/arkansas/percent,moe,count/a/hide http://kff.org/state-category/health-coverage-uninsured/?state=AR https://ipa.arhealthconnector.arkansas.gov/reports_select.aspx |

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| 32 | 4.3.4 | 14 | 1 | Prior to the launch of the state-based IM, will information for individuals continue to be provided through the Arkansas Health Connector site? Or can information/enrollment for individual plans through the SPM and small business plans through the SBM be provided on one site? | This functionality has yet to be determined; however it is expected that the functionality will remain separate until AHIM is able to launch its own Individual Marketplace in 2016. |
| 33 | 4.3.4 | 14 | 1 | If a new site is deemed necessary to accomplish goals, is there a specific code language or hosting environment that is required for use? | AHIM is not requesting a specific coding language. |
| 34 | 4.3.4 | 14 | 1 | If the website has a content management system, would daily content updates to existing website sections be the responsibility of AHIM or would that fall on the selected vendor? | Daily content updates would be the responsibility of the selected vendor. |
| 35 | 4.3.4 | 15 | 1 | For the language translation on the website, would a tool like Google Translate suffice, or would all content need to be specifically translated in Spanish? | AHIM requests the language to be professionally translated to ensure culturally adapted content. |
| 36 | 4.4 | 15 | 1 | During the SHOP marketing campaign phase, will there be any outreach and education efforts – not covered through this funding grant – that will be targeted at individuals for plan benefit year 2016? | During the AHIM SHOP marketing campaign phase, it is possible that an individual market outreach and education campaign could be conducted in 2016 that is not covered through AHIM's funding. The Arkansas Health Connector/State Partnership Marketplace will be responsible for individual market enrollment in 2016. |
| 37 | 4.4 | 15 | 1 | Will people currently enrolled in the small business exchange have to re-enroll in the state-based SHOP Marketplace? | Yes. Re-enrollment is required every year. The SHOP enrollment process is yet to be determined. |

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| 38 | 4.5 | 15 | 1 | Will individuals currently enrolled in the federally run exchange have to re-enroll in the state-based Individual Marketplace? | Yes. Re-enrollment is required every year. The Individual enrollment process is yet to be determined. |
| 39 | 4.5 | 15 | 1 | When are you looking for marketing support to begin and end for 1) the individual marketplace and 2) the shop enrollment period? | AHIM requests vendors to please recommend when the campaigns should begin and end keeping in consideration the Open Enrollment periods described in the RFP 4.4 and 4.5. |
| 40 | 4.6 | 16 | Table 4-1 | Online/digital media is not mentioned in the “value-added” section of table 4-1. May we include it in this section? | AHIM requests vendors to please include online / digital media in the value added section of table 4/1. AHIM will formally issue an amendment to the RFP. |
| 41 | 4.6 | 16 | Table 4-1 – 2nd Item | Is data available on qualified SHOP employers in each county? And the employers in each county who qualify for a Small Business Health Care Tax Credit? | Data is not available on qualified SHOP employers in each county. In Arkansas there are approximately 45,359 businesses with less than 50 employees and 2,080 businesses with 50 - 99 employees. http://meps.ahrq.gov/data_stats/quick_tables_results.jsp?component=2&subcomponent=2&year=2013&tableSeries=2&tableSubSeries=B&searchText=&searchMethod=1&Action=Search |
| 42 | 4.6 | 16 | Table 4-1 – 12th Item | Is there a list of Agents/Brokers and Marketplace Assisters by county or geographic region? | All Agents/Brokers that sell health insurance on the exchange are required by law (Act 1439, 2013) to be licensed by the Arkansas Insurance Department. The Arkansas Health Connector/State Partnership Marketplace publishes the list at https://ipa.arhealthconnector.arkansas.gov/agentbroker.pdf |

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| 43 | 5.1 | 20 | 1 | You state in the RFP that, “no speculative work will be accepted and is not requested”. Does that include media? Are you looking for agencies to provide a detailed written media plan? | AHIM is requesting a high level written media plan as part of the response. RFP Sec 4; RFP 5.9 |
| 44 | 5.10 | 27 | 5.10.1 and 5.10.2 | Are you looking for agencies to provide a detailed written media plan with spending broken out? | AHIM is requesting a high level written media plan as part of the response. RFP Sec 4; RFP 5.9 |
| 45 | 5.10 | 27 | 2 | Please clarify what you are specifically looking for regarding the “in what volumes” portion of the Development and Implementations questions. | AHIM is requesting a written media plan as part of the response. RFP Sec 4; RFP 5.9 “Volumes" should be interpreted as media schedule/frequency. |
| 46 | 4 | 14 | 4.3.2 | Will the research survey data provided by the Cicero Group be made available for use in responding to this RFP? If not, when will this data be made available to the selected vendor? | Cicero/PCG conducted research on the small businesses, insurance agents and brokers, and employees in Arkansas. Research was not conducted pertaining to the individual marketplace. The report is located on the AHIM web site at https://static.ark.org/eeuploads/arhim/Cicero_Survey.pdf |

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| 47 | 4 | 15 | 4.3 | <p>“Manage online Contact List for Agents/Brokers/Marketplace Assistors” – Does this mean there will be a list or directory of agents/brokers/assistors that will be posted on the website, or will the site require a CRM or inbound marketing application or a form/registration feature?</p> | <p>All Agents/Brokers/Assisters are required by law (Act 1439, 2013) to be licensed by the Arkansas Insurance Department. The Arkansas Health Connector/State Partnership Marketplace publishes the lists at</p> <p>http://ahc.arkansas.gov/enrollment-facts/special-enrollment/</p> <p>It is not known at this time if/how the Arkansas Insurance Department will continue to update these lists. This is not in reference to a CRM.</p> |
| 48 | 4 | 16 | 4.6 | <p>Are the Marketplace Assistors expected to be in place for the life of the marketing campaign?</p> | <p>Yes, marketplace assistors will be present during the marketing campaign; however, the specifics pertaining to marketplace assistors has not been developed.</p> |
| 49 | 4 | 17 | Table 4-1 | <p>Does AHIM expect media relations and coordination listed under the Phase 1 Costs Table to fall under the public relations plan referenced under Manage and Conduct External and Internal Communications?</p> | <p>Yes. Please refer to the RFP.</p> |
| 50 | 5 | 20 | 5.2 | <p>Re: Delivery Method. In the case of hand delivery, what is the “due date and time” hand-carried bids can be delivered? (no mention of time of day)</p> | <p>AHIM requests hand delivered proposals to be delivered by 5:00 PM Central Time on February 13, 2015.</p> |
| 51 | 5 | 25 | 5.7 | <p>The RFP states that key personnel are required to be located in Little Rock during “major reporting instances”. Is there an estimate on how many times per year these major reporting instances will occur?</p> | <p>AHIM anticipates reporting instance to occur on a bi-weekly basis.</p> |

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| 52 | 5 | 26 | 5.7.4 | Re: The Bidder must submit three (3) references for each proposed key personnel. Our clients are not always aware of each individual staff person contributing to a scope of work. Some team members have no client-facing responsibilities. Will a reference for the work conducted by a team or organization rather than specific individuals be accepted? | Yes a reference for the work conducted by a team or organization will suffice for individuals who are not client facing. |
| 53 | 5 | 26 | 5.7.4 | Re: The Bidder must submit three (3) references for each proposed key personnel. Our clients are not always aware of each individual staff person contributing to a scope of work. Some team members have no client-facing responsibilities. Will a reference for the work conducted by a team or organization rather than specific individuals be accepted? | Yes a reference for the work conducted by a team or organization will suffice for individuals who are not client facing. |
| 54 | 6.2.3 | 30 | Table 6.1 | Please define multilingual. Are languages other than English and Spanish required? | English and Spanish languages are required by law. Other languages may be needed as determined. |
| 55 | 7 | 34 | 7.3.2 | There are no possible point amounts assigned to categories in the technical proposal. Can AHIM describe how each category will be weighted as part of the overall evaluation? | AHIM reserves the right to allocate points as desired across the proposal sections. Please refer to section 7.3.2 table 8-1 of the RFP. |
| 56 | 8 | 48 | 8.16 | “During the project initiation, Contractor and AHIM will develop a mutually agreed upon work schedule including the division of responsibility between AHIM’s staff and PMO staff.” Is this PMO staff employed by AHIM, a subcontractor of AHIM, or would this be our staff? | The PMO represents the Project Management Organization vendor that is currently overseeing the ongoing efforts of AHIM. The PMO Vendor is an independent third party organization. |

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| 57 | 2 | 7 | 2.6 | <p>This paragraph says that Bidders' proposals shall be open to public inspection. May Bidders mark certain pages that contain either proprietary or confidential information with confidential/proprietary headers so that they will be redacted from public review per the language in the table in Section 5.2 entitled Request for Confidential Treatment on page 22?</p> | <p>As stated in Section 5.2 on Page 22, the bidder has the obligation to provide AHIM with a redacted copy of the proposal should there be any confidential treatment of any information included in the proposal. Upon complete execution of the contract with the successful bidder, proposals shall be open to public inspection. If a redacted version is provided to AHIM this will be the only version of the response provided to the public.</p> |
| 58 | 2 | 9 | 2.13 | <p>This paragraph provides that AHIM may at its discretion extend the contract.</p> <ul style="list-style-type: none"> • May the Contractor decline the extension? • What form will the extension take? E.g. a written amendment signed by both parties? • How much notice will AHIM give Contractor before an extension is exercised? • Will the parties be able to negotiate terms for the extension prior to the exercise of the extension? | <p>The Contractor may decline the extension.</p> <p>The extension will be a written amendment to the awarded contract signed by both parties.</p> <p>AHIM will provide sixty days notice.</p> <p>Yes, the parties will be able to negotiate terms for the extension prior to the exercise of the extension.</p> |

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| 59 | 2 | 9 | 2.13 | <p>The second sentence of this paragraph says that “In the event that an increase or decrease of services may be required, the Contractor agrees to enter into a supplemental agreement upon request of AHIM for the additional work. Section 8.3 of the Contract Terms however says that “In the event that there is a need to modify the Contract resulting from an increase or decrease of services, the Contactor agrees to negotiate in good faith with AHIM for the change in scope.” Please clarify that AHIM cannot unilaterally require increase or decrease of work without a mutually negotiated written amendment/supplemental agreement?</p> | <p>The language in section 2.13 is amended to align with the language found within section 8.3. This is found in the amended RFP.</p> |
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| 60 | 4 | 13 | 4.2 | <ul style="list-style-type: none"> • Are recognizable brand and trademarks already established for AHIM, to use for SHOP and individual marketing materials? • Will Bidder be asked to create new logos, trademarks, slogans, taglines, and other trademark/intellectual property, etc.? • Is AHIM open to new logos, taglines, slogans, etc.? • If Bidder is required to create such items, will AHIM arrange the trademark clearances, legal counsel trademark opinions etc.? • Is Bidder, which is NOT a law firm, required to secure trademark clearance and law firm trademark opinions? Will AHIM pay such third party costs? | <p>No, recognizable brand and trademarks are NOT already established for AHIM.</p> <p>The successful bidder will be asked to create new logos, trademarks, slogans, taglines, and other trademark/intellectual property, etc.</p> <p>Yes, AHIM is open to new logos, taglines, slogans, etc. if they are supported by positive market research.</p> <p>The bidder will not be required to secure trademark clearance.</p> |
| 61 | 4 | 13 | 4.3.1 | <p>This paragraph requires Vendors to identify any vendor partners and subcontractors. If all such third parties are not identified at the time of bid submission or others are added, may Contractor obtain AHIM permission subsequent to the initial bid submission or during the contract?</p> | <p>Section 8.8 outlines the process for subcontracting. The Contractor may negotiate and enter into contracts or agreements with subcontractors (with expressed prior written consent of AHIM) to the benefit of the Contractor and the State as long as the subcontractors met all established criteria and provide the services in a manner consistent with the minimum standards specified.</p> |

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| 62 | 4 | 14 | 4.3.4 | <ul style="list-style-type: none"> • Where is the current website hosted and on whose servers? • Where will AHIM expect the new website or merged website to be hosted? E.g. will Contractor build a website in a test environment and then deliver to AHIM for uploading on AHIM servers? What kind of platform and environment is the current website built upon? • Will AHIM or a third party control the servers? • Who is responsible for server security? | <p>The current website is hosted by Information Networks of Arkansas (INA). INA built the existing and provided a content management solution that AHIM Staff uses to update the existing website.</p> <p>AHIM request that the successful vendor evaluate, recommend and develop a website plan for AHIM upon execution of the contract.</p> |
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| 63 | 4 | 16, 17 | 4.6 Table 4-1 | <p>Does AHIM have a proposed or estimated budget and preferred allocation of budget dollars among the line items in this table?</p> <ul style="list-style-type: none"> • If yes, what does AHIM anticipate the spend to be and how the dollars should be spent? • For the prior years of enrollment, how did the budget break out in these categories? • <p>Does AHIM require all of the advertising elements listed (TV, radio, etc.)? If research shows one or more of these may not be effective or cost efficient, can alternative strategies be considered?</p> <p>Are there particular business segments that you are targeting for SHOP?</p> <p>Has AHIM already established relationships within the broker/agent community or do they need to be built from scratch?</p> <p>What, if any, metrics do you measure/require Assistors and agents/brokers to meet (ex – enrollments, meetings)? At what frequency and by what means?</p> <p>Can you provide information regarding the current organization and support provided to Marketplace Assistors and agents/broker, including but not limited to training (supplemental to federal certification and</p> | <p>AHIM must remain within the budget allocated to Outreach and Marketing through Federal Grant Funds.</p> <p>AHIM has not been responsible for any prior years of enrollment or issued any past contracts related to Outreach and Marketing.</p> <p>It is the vendors responsibility to develop the marketing strategy. This strategy should be based on market research. It is AHIMs intent to follow the vendors suggested strategy, but may require use of certain advertising elements for unforeseen reasons.</p> <p>AHIM is targeting all small businesses with employees between 1-100.</p> <p>AHIM is governed by and eleven member Board of Directors. Many of these directors are professionals in the broker/agent community. While we currently encourage participation from this community, the relationship with AHIM could certainly be grown.</p> <p>AHIM currently has not established any metrics to measure Assistors and Agents/Brokers to meet. A strategy for Assistors and agents/brokers will be implemented prior to open enrollment for</p> |
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| | | | | training), continuing education, communication frequency and type, resources for issues and casework, and marketing support. Can you provide more information regarding your goals for a social media strategy? | SHOP. AHIM request the successful bidder to provide a social media strategy. |
| 64 | 4 | 16 | 4.6 Table 4-1 | This table states that AHIM requests all educational and promotional materials are printed in the State of Arkansas. Does the State have a list of preferred vendors for such services? | AHIM is a Non Profit Public Benefit Corporation and is not subject to state of Arkansas procurement rules. AHIM does not have a list of preferred vendors. |
| 65 | 5 | 25 | 5.7 | This paragraph says that key personnel are not to be replaced, substituted, or removed from the position and/or phase proposed without explicit approval from AHIM. How would AHIM want to handle an individual who leaves a position due to personal move, resignation, illness, etc.? | This language is intended to ensure the integrity of the project. While AHIM cannot prevent any individual from leaving a position, it will be the vendor's responsibility to manage a seamless transition and maintain institutional knowledge. |
| 66 | 5 | 25 | 5.7.1 | This sentence says that the percentage of time of key personnel expected to be dedicated to each phase of the project needs to be specified – is this the percentage of that individual's time vis-à-vis his or her other work, OR is this the percentage of the individual's time vis-à-vis the overall team time on the project? | This refers to the percentage of that individual's time vis-à-vis his or her other work. |

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| 67 | 5 | 26 | 5.7.4 | Are the references for the individuals all required to be from clients that the individuals worked with? What if those clients are willing to give a reference but want confidential treatment? Will AHIM honor their request for confidentiality? | The reference must be able to provide in-depth knowledge of the individual's experience and competence. AHIM would need to have the reference name available to them. If the reference wishes to remain confidential, this should be reflected in the redacted copy. |
| 68 | 5 | 27 | 5.10.2 | This paragraph asks what volumes will be used for the listed a-i outreach (e.g. branding, AHIM website, television, radio, bill boards, etc.) Please clarify what volumes means? Number? Frequency? Dollar spend? | "Volumes" should be interpreted as media schedule/frequency. |
| 69 | 6 | 29 | 6.2 | This requires a letter of credit, the higher of \$500K or 10%. Will AHIM waive this requirement entities that have demonstrated track record, size, longevity, and financial stability | No, AHIM will require a letter of credit for the higher of \$500,000 or 10% of the proposed cost proposal for all bidders. |

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| 70 | 6 | 29 | 6.2 | The second sentence in the second paragraph of this section states that Bidder will propose firm pricing on each Price Sheet. Because it is difficult in advance it define the specific price for each line item, does this firm fixed price requirement apply to each line item or to an aggregate firm fixed price? In other words, if we needed to move budgets among line items, as long as we do not exceed the aggregate firm fixed amount, may we do that? OR, is there an hourly rate billing model that works for the professional fee component, since our firm's services are largely professional services billed on an hourly rate basis? | It is possible upon written agreement between the successful bidder and AHIM that funding may be reallocated between line items based on the goals of the project. |
| 71 | 6 | 30 | 6.2.3 | On the carry-over sentence from page 29-30, the section requires the Contractor to indemnify . . . for . . . fees costs, etc, "from any third party claim, action, suit or judgment related to failure to pay taxes related to the Contract." Is AHIM willing to clarify and revise this language to say "from any third party claim, action, suit or judgment to the extent caused by Contractor's failure to pay taxes owed by Contractor relating to this Contract"? | This language may be subject to Modification during the contract negotiation period. |
| 72 | 6 | 30 | 6.2.3 Tables 6.1- 6.4 | How should third party costs for trademark clearance searches and trademark law firm opinions be handled? | The Bidder will not be required to secure trademark clearance. |

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| 73 | 6 | 32 | 6.2.3.1 | <p>This paragraph requires Bidder to affirmatively acknowledge penalties associated with delays or non-completion of deliverables as outlined in the resulting contract.</p> <ul style="list-style-type: none"> • Section 8.5.1 says that liquidated damages are not penalties – so what are the penalties described in this Section 6.2.3.1? • How are penalties measured? • How are penalties assessed? When and by what method? • When does Bidder get notice? • Is there a process to dispute penalties before they are assessed or dollars withheld by AHIM? | <p>The specifics pertaining to Section 6.2.3.1 will be decided during the contract negotiation stage with successful bidder.</p> |
| 74 | 7 | 33 | 7.3 | <p>This paragraph says proposals will become property of AHIM and will be considered a matter of public record. Will AHIM continue to treat with confidentiality the pages that are marked pursuant to the table section under Section 5.2 on page 22 relating to confidential treatment?</p> | <p>Yes, if a Bidder provides a redacted copy of the proposal, only the redacted version will be provided to the public. It is the responsibility of the Bidder to redact the information considered confidential/proprietary/intellectual property and provide a copy to AHIM.</p> |

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| 75 | 7 | 34 | 7.4 | <p>Please explain the authorization and approval process, specifically as it relates to invoice handling –</p> <ul style="list-style-type: none"> • When Contractor submits an invoice, which officers in which state and federal agencies must approve the invoice? • How many days does it take for an invoice to be processed with all requisite approvals? • What is the historical payment time frame for contractors to AHIM? • What can Contractor do to help expedite payment processes? • What delays does AHIM anticipate in processing payment? • What delays has AHIM experienced in the last two years in processing payment? How many payments to contractors took more than 45 days? • What was the longest outstanding payment due to a contractor to AHIM in the past 2 years, and why? | <p>The contractor should first submit the invoice to the AHIM Director of Policy and Communications for review and approval. The invoice will then be sent to the AHIM Director of Finance for additional review, approval and payment.</p> <p>Invoices will be processed in thirty days.</p> <p>Invoices are processed in thirty days.</p> <p>The Contractor should submit detailed invoices outlined in (insert language from section)</p> <p>As long as invoices reflect completed work no delays in payment are anticipated.</p> <p>All payments will be processed in thirty days as long as invoices reflect completed work accurately.</p> <p>All Payments will be processed in thirty days as long as invoices reflect completed work accurately</p> |
| 76 | 8 | 35 | 8.1 | <p>This paragraph says “The Contract will include, in part, certain terms required by CMS, whether or not expressly set forth in the Contract provisions.” Will those CMS required provisions at least be listed or referenced so that contractor will know which provisions AHIM and CMS expect to apply?</p> | <p>All requirements will be expressed in the contract regardless of AHIM or CMS requirements.</p> |

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| 77 | 8 | 35 | 8.3 | <p>This paragraph states that “At the discretion of AHIM, this contract may be extended for three (3) subsequent one (1) year periods on a year to year basis.”</p> <ul style="list-style-type: none"> • May the Contractor decline the extension? What form will the extension take? E.g. a written amendment signed by both parties? • How much notice will AHIM give Contractor before an extension is exercised? • Will the parties be able to negotiate terms for the extension prior to the exercise of the extension? | <p>The Contractor may decline the extension. The extension will be a written amendment to the awarded contract signed by both parties. AHIM will provide sixty days’ notice. Yes, the parties will be able to negotiate terms for the extension prior to the exercise of the extension.</p> |
| 78 | 8 | 35-36 | 8.3.1 and 8.3.2 | <p>What happens to noncancellable third party costs that Contractor incurred before the stop order? Will AHIM pay those regardless of stop order outcome?</p> | <p>No, The prime vendor is responsible for payment to their third party vendors.</p> |
| 79 | 8 | 36 | 8.3.3 | <p>This paragraph allows only AHIM the unilateral right to terminate; and Contractor may terminate only if AHIM has breached. Will AHIM allow Contractor to negotiate into the contract a right for Contractor to terminate, without cause, on prior written notice to AHIM (e.g. 30 or 60 days, or some other agreed upon notice period)?</p> | <p>The contractor may only terminate the contract pursuant to Sections 2.10 and 7.4.</p> |

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| 80 | 8 | 37 | 8.3.3 | <ul style="list-style-type: none"> • What is the source of funding? Will AHIM collect and hold in trust the entire funding from the federal government before the contract commences? Are any grants involved? If yes, are there additional certifications that the Contractor must submit? • If AHIM is an independent body corporate and politic – who is responsible for its failure to perform, its liabilities, its control/authorization? • If AHIM receives federal funding, does Arkansas legislature or the Arkansas Controller (or similar officer) have any role in appropriating or overseeing the spending of that? | <p>The source of funding is a Level Two Establishment Grant awarded by the Centers for Medicare and Medicaid Services. AHIM will not collect and hold in trust the entire funding from the federal government. AHIM will draw down funds on an as needed basis. No additional certifications are needed by the contractor due to grant funding.</p> <p>AHIM is a non-profit public benefit corporation.</p> <p>The governing structure is clearly outlined in Act 1500, which can be found on the AHIM website.</p> |
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| 81 | 8 | 37 | 8.4 | <p>This paragraph references federal grants and possible delays:</p> <ul style="list-style-type: none"> • What are the sources of federal grants? • Do any federal funding/grant sources require disclosure of executive compensation under FAR 52.204-10 or will this contract not meet those funding criteria? • What is the history of payment delays in the past 2 years? • Would AHIM agree to pay invoices in 30 days? • And, is AHIM willing to negotiate into the contract provisions for advance payment by AHIM to Contractor prior to receiving deliverables if advance payment is required by various subcontractors such as media buys, production costs, talent engagement, venue commitments, etc.? | <p>AHIM was awarded a Level Two Establishment Grant by the Centers for Medicare and Medicaid Services</p> <p>No, this contract is not subject to FAR 52.204-10</p> <p>All payments will be processed in thirty days as long as invoices reflect completed work accurately.</p> <p>All payments will be processed in thirty days as long as invoices reflect completed work accurately.</p> <p>AHIM will not make advance payments. It is the successful bidder's responsibility to pay subcontractors.</p> |
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| 82 | 8 | 37 | 8.4.1 | <p>Please clarify how payment works? This paragraph says AHIM will pay a firm fixed price upon each deliverables' completion and AHIM's written acceptance. If a deliverable is a continuing service, how will this work? Contractor cannot float the costs until the completion of all such service. Can contractor bill actual hours worked in a prior month?</p> <p>Will AHIM agree to waive the 10% withhold?</p> | <p>The contractor should first submit the invoice to the AHIM Director of Policy and Communications for review and approval. The invoice will then be sent to the AHIM Director of Finance for additional review, approval and payment.</p> <p>Yes, a contractor can bill for hours worked in a previous month and deliverables completed.</p> <p>Please see the amended RFP as the language Section 8.4.1 has been revised.</p> |
| 83 | 8 | 38 | 8.4.2 | <p>This provision says that hourly rates will be paid for modification services? How are modification services different than the ongoing monthly professional services we would provide?</p> | <p>Modification services represent services required outside the original scope of work.</p> |

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| 84 | 8 | 38-39 | 8.5 | <p>Given all of AHIM’s other remedies, will AHIM agree to waive these liquidated damages? If not:</p> <ul style="list-style-type: none"> • Will Contractor receive notice before they are assessed? When? • What are the processes to dispute or appeal? • When and how will AHIM take? By unilateral offset? • What is the history of AHIM assessing such liquidated damages? E.g. How often has it occurred and under what circumstances? • If AHIM pursues actual damages, will any amounts paid as liquidated damages offset the actual damages? | <p>The specifics pertaining to Section 8.5 will be decided during the contract negotiation stage with successful bidder.</p> |
| 85 | 8 | 39 | 8.8 | <p>Does AHIM have a preferred Arkansas vendor list? Does AHIM already have some vendor contracts negotiated with favorable rates that could be assigned to Contractor?</p> <p>There is a sentence in the third paragraph of 8.8 that says that “Any subcontract may be subject to AHIM’s prior review and approval.” How will this work? If we are negotiating pricing to do a bid submission and AHIM later says they want to review and they reject, it could affect our pricing that we proposed. How will AHIM give notice of this? When?</p> | <p>AHIM does not have a preferred Arkansas vendor list. No vendor contracts are negotiated with favorable rates that could be assigned to Contractor.</p> <p>AHIM will address these types of issues during contract negotiation to ensure a fair and good faith contract is executed.</p> |

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| 86 | 8 | 40 | 8.8.1 | <p>The last paragraph says that AHIM is not obligated to the subcontractors, however, if AHIM fails to pay us for approved subcontractor's work, will AHIM agree that such subcontractors may have a claim against AHIM?</p> | <p>No, AHIM is not obligated to subcontractors. It is the successful bidder's responsibility to pay the subcontractors.</p> |
| 87 | 8 | 40 | 8.9 | <p>Will AHIM agree to negotiate with Bidder on the ownership provisions – for example – but not limited to:</p> <ul style="list-style-type: none"> • Bidder is in the business of providing services and we do not customarily provide or indemnify for patent infringement; • Additionally, we have pre-existing, client agnostic, or separately created intellectual property that we may use to support services, but we are not willing to give ownership of that to AHIM because of our prior or separate investment – is AHIM willing to negotiate language to address that? • There may be other intellectual property clarifications that we would like to negotiate – if we enumerate those in the proposal would those be disqualifying or would AHIM consider? | <p>The specifics pertaining to Section 8.9 will be decided during the contract negotiation stage with successful bidder.</p> |

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| 88 | 8 | 41-42 | 8.10.9 | Please clarify – in the last two paragraphs in 8.10.4 state that if Contractor disagrees with a change in scope ordered by AHIM, even if the payment is not sorted out on that Contractor still have to proceed with that change? How will Contractor be assured of fair payment for services ordered? What processes will ensure that Contractor receives due process on this? So, for example, if the parties do not come to agreement on price within the 15 days specified, how can Contractor avoid this from dragging out for an extended period where Contractor is incurring increased costs but not getting paid? | The specifics pertaining to Section 8.10.4 will be decided during the contract negotiation stage with successful bidder. |
| 89 | 8 | 42 | 8.10.7 | Is Contractor obligated to pay AHIM attorneys' fees even if AHIM does not prevail? Is this in addition to costs of litigation referenced in 8.10.6? | As plaintiff, AHIM will abide by any court order awarding reasonable attorney's fees to a prevailing defendant contractor. |
| 90 | 8 | 43-44 | 8.12.1 | The indemnification provisions go beyond what we customarily agree to in our commercial contracts and in various government contracts as well. Will AHIM agree to negotiate in good faith with us if we propose revisions to this section; or will proposed revisions to this section disqualify us as a bidder? | This is a non-negotiable provision. |
| 91 | 8 | 45 | 8.12.3 | Will AHIM agree to negotiate in good faith if we propose revisions to this section on limitation of liability, or will proposed revisions to this section disqualify us as a bidder? | Yes, AHIM will work in good faith. |

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| 92 | 8 | 45 | 8.14 | If Contractor's hourly rates are based on market and not on individual salaries or overhead, and individual salary and other internal financial information is confidential and not related to contract performance, will Contractor be required anyway to disclose that information to inspection pursuant to this paragraph? | The contractor will not be asked to disclose personal salaries. |
| 93 | 8 | 45 | 8.15 | This provision requires that Contractor reimburse AHIM pursuant to "any audit". <ul style="list-style-type: none"> • Will Contractor receive notice before reimbursement is assessed? When? • What are the processes to dispute or appeal? • When and how will AHIM take? By unilateral offset? • What is the history of AHIM assessing such reimbursement? E.g. How often has it occurred and under what circumstances? | The specifics pertaining to Section 8.15.2 will be decided during the contract negotiation stage with successful bidder. |
| 94 | 8 | 46 | 8.15.2 | The indemnification provisions go beyond what we customarily agree to in our commercial contracts and in various government contracts as well. Will AHIM agree to negotiate in good faith with us if we propose revisions to this section; or will proposed revisions to this section disqualify us as a bidder? | This is a non-negotiable provision. |

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| 95 | 8 | 47 | 8.15.6 | Does AHIM have small and minority businesses that it would like Contractor to engage? | In Arkansas there are approximately 45,359 businesses with less than 50 employees and 2,080 businesses with 50 - 99 employees. http://meps.ahrq.gov/data_stats/quick_tables_results.jsp?component=2&subcomponent=2&year=2013&tableSeries=2&tableSubSeries=B&searchText=&searchMethod=1&Action=Search |
| 96 | 8 | 48 | 8.17.1 | If Contractor meets AHIM's financial security standards, will AHIM waive the Letter of Credit requirement? | No, the Letter of Credit will not be waived. |
| 97 | Appendix H | 13 (appndx) | Third bullet point | This point requires our insurance carrier to give AHIM 30 days prior written notice of cancellation or non-renewal. Our carrier has us give that notice. Is it sufficient if Contractor instead of Contractor's carrier gives such 30 day notice? | The contractor must provide to AHIM 30 days prior written notice of cancellation or non-renewal of required coverages pursuant to Appendix H. |
| 98 | Appendix I | 14 (appndx) | 1(a) | Because this could potentially go on for a long period, and truly disproportionately affect Contractor, is there any due process remedy for Contractor in this situation? | The specifics pertaining to Appendix I 1. (a) will be decided during the contract negotiation stage with successful bidder. |
| 99 | Appendix I | 14 (appndx) | 2(a) | Termination for convenience is only a unilateral right in favor of AHIM. Will AHIM agree to negotiate into the contract a similar reciprocal right for Contractor to be able to terminate for convenience, upon some contractually agreed upon notice period? (e.g. 30 or 60 days or some other period that AHIM feels is reasonable for transition). | The contractor may only terminate the contract pursuant to Sections 2.10 and 7.4. |

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| 100 | Appendix I | 14-15 (appndx) | 2(f)and(g) | What is the difference between a breach and default, and is paragraph (g) necessary? | The final contract will have a definitions section. Breach and Default will be defined within this section. Any objection to expressed language contained in the definitions section may be raised during the contract negotiations. |
| 101 | Appendix I | 16-17 (appndx) | 6 | Does AHIM agree that the provisions of this paragraph 6 do not apply to this public relations contract? | The language in Appendix I paragraph 6 now reads "Contractor shall abide by any federal and state law(s) pertaining to labor overtime requirements; violation(s) of and liability for unpaid wages and any subsequent actual, consequential or indirect liquidated damages arising from these violations; and damages resulting from any unlawful withholding of unpaid wages." The specifics pertaining to Appendix I paragraph 6 will be decided during the contract negotiation stage with successful bidder. |
| 102 | Appendix I | 17 (appndx) | 8 | What types of patents does AHIM envision being created under this agreement? | AHIM does not envision any patents being created under this agreement at this time. |
| 103 | Appendix I | 17 (appndx) | 10 | This provision references "valuation of professional services" -- If Contractor's hourly rates are based on market and not on individual salaries or overhead, and individual salary and other internal financial information is confidential and not related to contract performance, will Contractor be required anyway to disclose that information to inspection pursuant to this paragraph? | The contractor will not be asked to disclose personal salaries. |

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| 104 | Appendix I | 14-25(sic) | General | <p>The pagination goes from page 17 and skips to 25; it appears that there is no text missing but please confirm that there are no missing pages?</p> <p>Generally, this Appendix I refers to HHS in various places – what HHS Grants are being made here and what HHS Grants policies will apply to this contract?</p> | <p>No text is missing. The appendices have been revised to correct the pagination. This revision is reflected in the amended version of the appendices.</p> <p>The Centers for Medicare and Medicaid Services (CMS) is an agency within the Department of Health and Human Services (HHS). Presently CMS has awarded AHIM a Level Two Establishment Grant. Due to CMS authority to award grant funds, reference is made to HHS. The HHS Grants policies that apply to this contract are outlined in Appendix I.</p> |
| 105 | 4.3.2 | 14 | 1 | Can you please share the research reference from the Cicero group? | <p>Cicero/PCG conducted research on the small businesses, insurance agents and brokers, and employees in Arkansas. Research was not conducted pertaining to the individual marketplace. The report is located on the AHIM web site at</p> <p>https://static.ark.org/eeuploads/arhim/Cicero_Survey.pdf</p> |
| 106 | 4.5 | 17 | 1 | Is there flexibility regarding the timing of when individual education can begin? | Yes. Timing changes should be reflected in RFP response. |
| 107 | 4.7 | 17 | 1 | Given the difference between year one and year two, can we present different staffing scenarios? | Yes. |

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| 108 | 4.8.1 | 18 | 1 | Are there desired certifications for this position? | The Bidder will be required to utilize a formalized approach to project management, which, at a minimum, is compliant with the most recent version of the Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) |
| 109 | 5.6.1 | 24 | 1 | If the agency chooses to work with other partners, should we provide a case study for each partner? Do you only want one case study? | No, A case study should not be provided for each partner. Yes, only one case study. |
| 110 | 5.7 | 25 | 1 | Is the project manager required to be located in Little Rock? | The Bidder shall acknowledge the requirement that certain key personnel are required to be located in Little Rock, Arkansas during major reporting instances, and at the reasonable request of AHIM staff. Key personnel must include, at a minimum, one (1) full-time person as Project Manager and any other necessary positions. |
| 111 | 5.7.4 | 26 | 1 | Can a person serve a reference for more than one team member? For example, if client A worked with team members X, Y, Z, can A serve as reference for all three? | Yes, a reference can serve for more than one team member. |

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| 112 | 8 | 39 | 8.8 | <p>AHIM states a preference for use of Arkansas vendors and employees to the fullest extent possible. In order to engage those with the most direct experience with ACA and SHOP programs we may want to draw on parties who are not Arkansas residents. In such instances, will AHIM accept that experience as an acceptable variance from the Arkansas residency preference?</p> | <p>To the fullest extent practicable, the Contractor shall enter into contracts with Arkansas businesses, and shall employ citizens of Arkansas to staff and provide support and other services for AHIM.</p> |
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