

Outreach and Education RFP Clarification Questions

1. **Section 3.1 states HBEPD has secured federal funds for this effort up to the amount of \$4.3 million. Is that amount entirely for Phase Two operations? If not, what dollar amount is allocated for Phase Two operations?** The \$4.3 million is the amount budgeted for this RFP, Phase II of the Outreach and Education Campaign.
2. **Is speculative creative work required?** No. Speculative creative work such as storyboards, design, advertising, collateral materials, etc. is not required in response to this RFP. See Page 20, Technical Proposal A through M.
3. **Is there a minimum size of full-time agency staff and/or in-house services requirement?** No
4. **Is the entire \$4.3 million budget indicated exclusively for the deliverables listed in the RFP? If not, what portion is allocated for the O&E program, specifically?** The \$4.3 million is the amount budgeted for Phase II of the Outreach and Education Campaign, which ends September 30, 2013.
5. **Are there any categories of business that an agency might serve that would be deemed a conflict of interest? For example, would it be considered a conflict of interest for an agency to represent one of the insurance carriers or brokerage firms that will offer plans in the exchange and the exchange O&E program?** No. Vendors would be expected to disclose any perceived conflict of interest and demonstrate how they would ensure such potential conflicts would not negatively impact project outcomes. Vendor work must not encourage or lead consumers to one particular insurance plan or carrier.
6. **Will the same committee/committee members evaluate both the technical proposals and the presentations, or will proposals and presentations be evaluated by separate groups?** Same Committee with evaluate both the technical proposal and presentations.
7. **Is the \$4.3 million budget indicated in the RFP to be expended by March 31, 2014 or will the budget be extended?** No. The funds should be expended by September 30, 2013.
8. **Who will be on the AID evaluation/selection committee?** Qualified individuals will evaluate and score this RFP.
9. **Of the \$4.3M grant funds, what amount is available for Phase 2?** The \$4.3 million is the amount budgeted for Phase II of the Outreach and Education Campaign, which ends September 30, 2013.
10. **Is the entire phase 2 amount available for campaign in Year 1? Or is it spread over multiple years and, if so, how many years?** The \$4.3 million is the amount budgeted for Phase II of the Outreach and Education Campaign, which ends September 30, 2013.
11. **Is it acceptable to submit a proposal with a prime contractor and additional sub-contractors for specialty services?** Yes. The vendor has flexibility to enter into subcontracts to ensure outreach and education to targeted and diverse population of the uninsured and underinsured across Arkansas.

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12. **In the event of a joint proposal, do both parties have to meet all of the eligibility requirements of Sec. 2.2, or is it acceptable if the two proposers meet all eligibility requirements through their combined qualifications?** The primary vendor is responsible to meet all eligibility requirements.
13. **Re Sec 2.2 "Eligibility" items A and B seem redundant. What is the significant difference between A and B?** Sec 2.2, A references specificity for work in Arkansas; B references a statewide outreach and education scope of work, which could be outside of Arkansas.
14. **Re. Sec. 2.2 "Eligibility" item A: What constitutes "comparable work"? Comparable to what -- reaching diverse audiences, addressing health care/coverage, managing a similarly-sized campaign budget, using media saturation to deliver a message, etc?** Reference Sec. 3.0, Project Scope
15. **Will the UAMS Creative Department or other state agencies that provided support for Phase 1 have continuing roles in Phase 2 and, if so, what will be their roles?** No
16. **The Health Connector website is being built and administered by a state entity under Phase 1; who will be responsible for site administration and content under Phase 2?** HBEPD staff will be responsible for website administration. Content will be developed in collaboration with the selected vendor.
17. **How will the education and outreach effort collaborate with the Consumer Assurance Advisory Committee, IPA guides and local community specialists?** Outreach and education messages and materials will be used by various partners including the Consumer Assistance Advisory Committee, IPA Guides and local community specialists.
18. **What is the rationale for the September 30, 2013 date? Is it acceptable to provide communications recommendations through the end of the calendar year?** No. The \$4.3 million is the amount budgeted for Phase II of the Outreach and Education Campaign, which ends September 30, 2013.
19. **Are biographies of staff members acceptable in place of resumes noted in section 3.2 and section 3.6 G?** No.
20. **What level of detail do you want for appendix B regarding deliverables? How should this align with appendix C?** For Appendix B, provide deliverable category and total cost per category as outlined in line items identified in 1 through 6 of Appendix C.
21. **Can you please post appendix F on the web site?** Yes. Will be posted 3/19/13.
22. **Can the examples in section 3.6 J be provided in an electronic format (i.e. videos, advertisements, etc.)?** Yes

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22. **There seems to be a date missing in section 3.6, F, e, can you please provide the date?** Yes there was an error in text in Sec. 3.6 d and e. A correction will be provided through an RFP addendum on 3/19/13.
23. **Does the cost proposal need to be signed in ink by all parties (prime and subcontractors) or is it acceptable to only be signed by the prime contractor?** All cost proposals shall be signed in ink. See Sec 3.6, Cost Proposal B, page 22. A corrected Proposal Cost Statement will be posted.
24. **Would members of the Department be willing to meet/speak with respondents before the RFP is submitted?** No
25. **Is there a target percentage of budget or goal that AID expects the vendor to allocate to minority business?** No. Minority business participation is encouraged, however. Refer to RFP Page 2, Minority Business Policy.
26. **Will AID only count toward such goal MBE companies that are certified by the Arkansas EDC or will AID accept any other proof of minority business ownership?** Minority owned business certification by Arkansas EDC is preferred but not required. Refer to RFP Page 2, Minority Business Policy.
27. **Will a bidder be disqualified if it cannot accept payment via p-card? What alternative method of payment will AID consider?** No. As stated on RFP Page 3, Visa Procurement card is preferred. Other payment method is by check.
28. **What kind of advance notice will AID give to vendor if AID desires to extend the term of the contract in subsequent years? Will such extension be in written amendment form that is required to be signed by both AID and vendor?** If the contract were to be extended, notification could be communicated in June, 2013. This would require a written amendment signed by both parties.
29. **Will vendor be permitted to renegotiate any terms, e.g. if the cost of providing services in future years has increased, or if actual contract experience shows that a different method of service is warranted, may vendor propose amended rates or services?** Yes, terms may be renegotiated for future contract periods if a contract extension is desired by AID and the vendor.
30. **What is the source of funding for payment to vendor? State appropriations or federal grants? If appropriations, has the first year appropriation been approved? If yes, what is the budgeted appropriation?** Federal funding for this contract is through a Cooperative Agreement from the U. S. Department of Health and Human Services, Center for Medicare and Medicaid Services, Center for Consumer Information and Insurance Oversight awarded to the Arkansas Insurance Department. In Arkansas, federal funds must be approved by the state legislature. This funding was approved through a miscellaneous grant process for SFY 2013. Funding for SFY 2014 is a part of the Arkansas Insurance Department appropriation bill currently before the Arkansas legislature. The budgeted appropriation for the entire referenced cooperative agreement is \$18.6 million. This outreach and education is a line

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item portion of that grant. Any contract awarded as the result of this RFP process must also be approved by the Arkansas Legislature.

31. If federal grants or funds are used, what additional, if any statutory, regulatory, reporting, pricing, or compliance requirements will be required of vendor, other than the statutes and regulations set forth in Section 1.9? In addition to state and federal law, the selected vendor is required to report total executive compensation for the organization's five most highly compensated executives. Vendor will also be required to comply with performance and reporting requirements of RFP Section 3.5. Management Requirements.

32. Sec.1.6.This section limits the State’s liability. Please clarify, how this applies to breach of contract by the state or negligence or willful misconduct of state employees, officers, agents, etc.. For example -- if the state breaches this contract or its officers, employees, agents, etc. cause damages to third parties due to their negligence or misconduct, and the vendor is also sued, does vendor have no recourse against the state to recover any such damages? The state is protected by sovereign immunity. There is no recourse in court to recover such damages.

33. Is the state asserting a qualified immunity defense to any and all claims from any persons including vendor? Can the state extend such qualified immunity defense to vendor who is working at the request of and performing functions for the state? The state is protected by sovereign immunity. Sovereign immunity will not extend to the vendor in this circumstance.

34. Sec.1.16, Please clarify that this confidentiality restriction applies to Confidential Information and not “any information”. Additionally, please confirm that if vendor receives a subpoena, warrant, court order, or other legal or regulatory process, vendor may disclose information (confidential or otherwise) to the extent necessary to comply with such legal process and to avoid penalties or sanctions. Would AID agree also that where legally permissible, vendor will provide AID with notice prior to such disclosure in case AID wants to seek a protective order or other defense to disclosure? Vendor and vendor’s employees will not disclose any information deemed confidential by state. Breach of that confidentiality results in breach of the contract.

35. Sec.1.17, Only the State has the unilateral right to terminate the contract for any reason on 30 days prior notice. As parties cannot predict the future or unforeseen circumstances that may affect the contract or vendor, will AID consider allowing vendor a reciprocal right of termination without cause – and if 30 days is not sufficient notice from vendor, would AID consider some other period, e.g. 60 or 90 days advance notice? No; however, the terms of the final contract may be negotiated prior to signature and implementation of that contract.

36. Sec. 1.19, Will State’s creative services division create all trademark able items (such as logos, taglines, etc.?) Will State take the responsibility for handling trademark clearance and registration searches? Can State represent that the trademarks and other intellectual property items that it provides to vendor for use in the communications/education process will be wholly owned by State

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and vendor's use will not violate third party rights? No items have been trademarked to date. The vendor will not be required to handle trademark clearance or registration. HBEPD will ensure 3rd Party Rights are not violated.

37. **Does AID expect vendor to create any trademark able collateral? If yes, will State pay for the costs of searching, clearing and registering such trademarks, including legal fees?** No

38. **Sec. 2.2.A, This section says vendor must have demonstrated comparable work in the state of Arkansas. If vendor has comparable work in other states but not Arkansas, will vendor be excluded?** Yes, pursuant to the eligibility requirements, Sec. 2.2, page 15. .

39. **Does AID require that vendor have an Arkansas office/location to participate?** No

40. **Will AID give Arkansas corporations preference?** No

41. **P. 16, Sec. 3, Is vendor expected to contact individual Arkansans? If yes, will that be on a general marketing basis? Or, does AID expect that vendor will have possession of personally identifiable information or personal health information?** Vendor could obtain personal health information or personally identifiable information through market research, focus groups, etc. Under such circumstances, the vendor would be held to HIPAA confidentiality standards.

What 508 compliance standards is this referencing? TECHNOLOGY ACCESS: The Vendor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq., which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the State of Arkansas that the technology provided to the state for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

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

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which

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would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance.

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

42. **Is there an estimated split between ad budget and professional fees?** No
43. **Is AID an authorized GSA buyer? Does it anticipate that vendors would use federal GSA rates?** No
44. **Please confirm that vendors will use hourly rates (fully loaded, e.g. that include overhead, benefits, etc.) and that vendors are not required to split out such component costs?** Vendors will use fully loaded hourly rates except for travel.
45. **Please confirm that travel costs, meals, and other administrative expenses cannot be charged as part of the contract?** See Cost Proposal A, 4, p. 22 and Appendix C, budget line 4, Travel. Travel costs are allowed outside of those required for normal account service.
46. **RFP Section 3.1, first paragraph, states that the “vendor awarded this contract must work with UAMS Creative Services to evolve outreach and education efforts from phase one to phase two.” What is the specific role of UAMS Creative Services in the project? Please clarify whether the vendor can satisfy this requirement by consulting with UAMS Creative Services about the project or whether the vendor is expected to subcontract with UAMS Creative Services for work on project?** UAMS Creative Services has no role in the project scope of this RFP. Phase I, as referenced on page 14, 2.1 Background, included the development of brand identity, recruitment campaign for IPA/Guide organizations funding applications and a public awareness campaign still under development. RFP Appendices included the logo and website home page and interior shots.
47. **Page 8, 1.5.B. “For the one electronic copy of the technical proposal response, will the response in a PDF format be acceptable as well?”** Yes. Refer to addendum Sec. 1.5, B. to be posted 3/19/13.
48. **We saw in the materials that the prospective agency must include its own measurements in the response to the RFP; however, does the department have measurements for success in mind? We understand that approximately a half million people in Arkansas do not currently have health insurance, and this program will communicate the options available to them. Is the goal of the communications program to have a certain number sign up? If so, what is that number?** The goal is to get 500,000+ uninsured Arkansas residents enrolled in health insurance.

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49. **When would the project start and go public?** Depending on state legislative approval of the selected vendor contract, we estimate a June start up with campaign going public in July.
50. **Who could be potential spokespersons for the campaign: Governor, Secretary of Insurance, others?** Such plans are not determined.
51. **What is the relationship between the Insurance Department and the Arkansas Hospital Association, the Arkansas Medical Society?** There is no formal relationship between AID and the AHA or AMS.
52. **What is the relationship between the Insurance Department and area chambers of commerce and other business organizations?** There is no formal relationship between AID and either chamber of commerce or business organizations.
53. **Please explain the difference between phase one and phase two. What is the timeframe for each?** Phase I, as referenced on page 14, 2.1 Background, included the development of brand identity, recruitment campaign for IPA/Guide organizations funding applications and a public awareness campaign still under development. RFP Appendices included the logo and website home page and interior shots. Phase II is the Outreach and Education to uninsured Arkansans and small businesses to inform and prepare them for open enrollment on October 1, 2013.
54. **Who would be the primary, day-to-day contact for the agency selected?** Heather Audirsch
Haywood, APR
55. **Will the Outreach and Education Campaign include communications regarding penalties for individuals with health insurance and employers not meeting coverage responsibilities?** We do not have a firm position on this issue and are open to collaborative decision-making with the selected vendor.
56. **Has there been any coordinated communications with the small business community about the Affordable Care Act and the responsibilities of all businesses to provide access? If so, what strategies have been used and with what audiences?** No coordinated communications have been implemented with small businesses outside community meetings held in 2011. Businesses with 50 or fewer employees are not required to provide insurance coverage.
57. **On page 16 of the RFP, it states: "The vendor must work closely with the HBEPD website contractor to assure compatibility of all materials produced." Because the web site was awarded under another contract, with the agency selected be responsible for content of the existing site, web site design, or both?** Arkansas Health Benefits Exchange Partnership Division staff will be responsible for website administration. Content will be developed as a collaborative effort between AID staff and the selected vendor.

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58. **Is there a page limit for submitted responses?** No
59. **How do we request the existing materials for review, including a high-resolution EPS of the Arkansas Health Connector logo?** These materials will be posted in an addendum on 3/19/13.
60. **On page 16 of the RFP, it states: "HBEPD has secured federal funds for this effort up to the amount of \$4.3 million." Is that entire amount dedicated to the Outreach and Education Campaign? If so, does that entire amount need to be used before the end of the original contract date through September 30, 2013, or would the expansion of the first year contract through March 2014 and future contract years be part of it as well? If through the end of the first contract year, how do you anticipate spreading out the budget dollars for the purposes of the plan we're preparing? And if through future contract years, how do you anticipate spreading out the budget dollars over those time periods as well?** The \$4.3 million is the amount budgeted for this Phase II of the Outreach and Education Campaign, which ends September 30, 2013. Additional grant funding could result in a contract extension for the period October 1, 2013 through March 31, 2014--the initial plan enrollment period.
61. **Is Outreach and Education Campaign the only mechanism intended to drive enrollment?** No. There will be grass roots efforts through organizations that will provide Federal Navigators and or Guides to assist individual consumers in all 75 counties, as well as education efforts by the statewide speakers' bureau and community meetings in all 75 counties.
62. **Is consumer enrollment only open between October 1, 2013 and March 31, 2014?** Yes
63. **When will the paid media/marketing campaign begin for the campaign? What is the expected public launch for marketing collateral created by the selected agency?** Paid media/marketing campaign is anticipated to begin in July. Collateral materials launch is anticipated for June.
64. **Do you have a set budget for the time period from contract signing through September 30, 2013?** The \$4.3 million is the amount budgeted for Phase II of the Outreach and Education Campaign, which ends September 30, 2013.
65. **Are we creating the campaign plan in the RFP only for the time period from contract signing through September 30, 2013?** Yes
66. **Are there any other states you all have molded the first phase of this campaign after?** No