



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL (RFP)

SOLICITATION INFORMATION

RFP Number:	SP-15-0040	*Bid Opening Date:	March 17, 2015	*Bid Opening Time:	2pm CST
Description:	Arkansas Pharmacy Electronic Logbook				
Agency:	Arkansas Crime Information Center				
OSP Buyer	Paul Coulter	Phone:	501-683-0084		
Email:	paul.coulter@dfa.arkansas.gov				
Type of Contract:	Term - Two (2) year initial term with five (5) optional one (1)-year renewals.			Solicitation Issued:	February 17, 2015

*Proposals **will** be accepted until the opening time and date specified above.

RESPONDENT'S INFORMATION (Type or Print)

Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government/ Nonprofit				
Minority Designation: See Minority Business Policy	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran AR Minority Certification Number: _____ Service Disabled Veteran Certification Number: _____				

VENDOR REPRESENTATIVE CONTACT INFORMATION

Provide contact information to be used for RFP related matters.

Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

Redacted Copy:	<input type="checkbox"/> YES, a redacted copy of proposal is enclosed. <input type="checkbox"/> NO, a redacted copy of proposal is not enclosed. I understand a full copy of non-redacted proposal will be released. <i>Note: If a redacted copy of the proposal is not provided with vendor's proposal submission, and neither box is checked, a copy of the non-redacted proposal, with the exception of financial data (other than pricing), shall be released in response to any request made under the Freedom of Information Act. See Proprietary Information.</i>
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By signing and submitting his proposal, vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall not** have force or effect. Failure to comply with the State's requirements and terms and conditions, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a bid.

*Authorized Signature:		Title:	
Printed/Typed Name:		Date:	

*Use Ink Only. Unsigned Proposals **will not** be considered.

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- Vendor should **not** provide narrative responses for items in this section.
- Vendor may respond by simple concurrence or acknowledgement (i.e., “affirm”, “agree”, “acknowledge”, “comply”, etc.); no response **shall** be interpreted as an affirmative response or agreement.
- Exceptions to NON-mandatory items in this section **must** be declared on or as an attachment to the Vendor’s Acknowledgment and Signature page for this Section.

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Crime Information Center (ACIC) to obtain pricing and a contract for a statewide, real-time, electronic logbook for pharmacies to record purchases of ephedrine, pseudoephedrine, and phenylpropanolamine. Successful vendor **shall** be responsible for all networking, interfacing, and/or integration and providing all software, hardware, and any peripheral components needed for their proposed system.

1.2 TYPE OF CONTRACT

- A. The resulting contract **shall** be a term contract. The term of this contract **shall** be for two (2) years.
- B. Upon mutual agreement by the vendor and Arkansas Crime Information Center, the contract may be renewed by OSP on a year-to-year basis, for up to five (5) additional one-year terms or a portion thereof.
- C. In no event **shall** the total contract term be more than seven (7) years.
- D. The anticipated starting date for the initial term of the contract is May 1, 2015.

1.3 AWARD CRITERIA

- A. Award **shall** be made on an all or none basis.
- B. Scoring for the Technical Proposal, demonstration, and cost proposal will be added together to determine the Grand Total Score for each vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor.

1.4 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State’s buyer as shown on page one (1) of this RFP. Vendor’s questions will be answered as a courtesy and at vendor’s own risk.

1.5 DELIVERY OF RESPONSE DOCUMENTS

- A. Delivery address for proposal submission documents:

Office of State Procurement
1509 West 7th Street, Room 300
Little Rock, AR 72201-4222

Note: Delivery providers, USPS, UPS, and FedEx deliver mail to OSP’s street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.

- B. The proposal’s outer packaging **must** be sealed and should be properly marked with the following information:

- RFP number
- Date and time of RFP opening
- Vendor’s return address

1. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.

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C. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the location on or before the date and time set in the RFP solicitation documents.

1. Proposals received at OSP after the date and time designated for the proposal opening **shall** be considered late and **shall** be returned to the vendor without further review.

D. It is not necessary to return "no bids" to OSP.

1.6 BID OPENING LOCATION

Proposals submitted by the opening time and date will be opened at the following location:

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

1.7 RESPONSE DOCUMENTS

A. Vendor(s) **must** submit:

1. One (1) signed original Technical Proposal on or before the date and time specified on page one (1) of this RFP. The original Technical Proposal should be clearly marked.
2. One (1) original Official Bid Price Sheet.
 - a. **Do not** include any pricing from the Official Bid Price Sheet in the Technical Proposal copies, including the electronic copies.
 - b. Pricing from the Official Bid Price Sheet **must** be separately sealed from the Technical Proposal response and clearly marked as pricing information.
3. Vendor's Acknowledgment and Signature Sheets:
 - Section 1.
 - Section 2.
 - Section 5.
 - Section 6.

B. Vendor(s) should submit:

1. One (1) complete hard copy (marked "COPY") of the RFP Technical Proposal response.
2. Four (4) electronic versions of the Technical Proposal response, preferably on flash drive. CDs will also be acceptable.
3. One (1) electronic copy of the Redacted Proposal, preferably on a flash drive. CDs will also be acceptable. See *Proprietary Information*.
4. One (1) electronic version of the Official Bid Price Sheet(s), preferably on a flash drive. CDs will also be acceptable.
 - a. The electronic media containing pricing **must** be separately sealed from the Technical Proposal response and clearly marked as pricing.
5. Copy of Vendor's Equal Opportunity Policy. (See *Equal Opportunity Policy*.)
6. Illegal Immigrant Certification. (See *Employment of Illegal Immigrants*.)
7. EO 98-04 Disclosure Form. (See *EO 98-04 Governor's Executive Order*.)

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8. Voluntary Product Accessibility Template (VPAT).

C. Technical Proposal Organization: It is strongly recommended that Vendors adhere to the following format and suggestions when preparing their Technical Proposal response.

1. Ancillary information including promotional/marketing information, or anything not directly responsive to this RFP, should not be included with the Technical Proposal.
2. The Technical Proposal should be easy for the evaluators to read and reference. The original proposal and all copies should be arranged in the following order with the sections clearly marked (i.e., indexed and tabbed).
 - a. RFP Signature Page (page one (1) of RFP document).
 - b. Table of Contents.
 - c. Submission Documents, including but not limited to:
 - Equal Opportunity Policy.
 - Illegal Immigrant Certification.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Voluntary Product Accessibility Template (VPAT).
 - Signed Addenda, if applicable.
 - Vendor's Acknowledgement and Signature Sheets.
 - d. Organize and label the remainder of technical response in a manner so as to reference the numbering system of the RFP.
 - e. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

1.8 CLARIFICATION OF RFP AND QUESTIONS

A. If additional information is necessary to enable vendor(s) to better interpret the information contained in this RFP, written questions should be submitted by 4:00 p.m., CST on February 24, 2015.

1. Submit written questions to buyer as shown on page one (1) of this RFP.

B. Vendor's questions submitted in writing will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on March 3, 2015.

C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.9 PRODUCT DEMONSTRATIONS

A. If requested by the agency, the three (3) vendors with the highest scored technical evaluations **must** make a demonstration.

B. At minimum, a two (2) week notice will be given for scheduling of the demonstration, however if requested by vendor, the demonstration may take place sooner than two (2) weeks if the date and time is acceptable by the agency. Parameters will be provided when vendor is contacted for scheduling.

C. All demonstrations are subject to be recorded.

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- D. All expenses associated with the demonstration except travel, meals, and lodging for State personnel, will be borne by the vendor.
- E. Vendor **must** demonstrate the same system as proposed.
- F. Failure of the proposed system during demonstration **shall** result in disqualification of a vendor's proposal.

1.10 COST

- A. All charges **must** be included on the Official Bid Price Sheet(s) and **shall** be included in the costing calculations.
 - 1. The accompanying excel file contains the Official Price Sheet(s).
- B. Vendor(s) **must** include **ALL** pricing information on the Official Price Bid Sheet(s) **ONLY** and **must** clearly mark said pages(s) as pricing.
- C. To allow time to evaluate proposals, prices **must** be valid for 120 days following RFP opening.
- D. The State **shall not** be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor.
- E. All proposal pricing **must** be United States dollars and cents.
- F. Official Bid Price Sheet(s) may be reproduced as needed.
- G. Vendor(s) may expand items to identify all proposed equipment, software, or services. A separate listing, which **must** include pricing, may be submitted with the Official Bid Price Sheet(s) **ONLY**.

1.11 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: the prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.
- B. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all vendor(s) **shall** understand that this paragraph may be used as a basis for litigation.

1.12 PROPRIETARY INFORMATION

- A. Proposals and documents pertaining to this RFP become the property of the State and **shall** be open to public inspection subsequent to proposal opening.
- B. One (1) complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy, should be submitted with your proposal submission.
 - 1. Except for the redacted information, the redacted copy **must** be identical to the original hard copy.
 - 2. The redacted copy should:
 - a. Reflect the same pagination as the original.
 - b. Show the empty space from which information was redacted.
 - 3. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- C. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

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- D. If a redacted copy is not included with your proposal submission, the entire proposal **shall** be open to public inspection with the exception of financial data (other than pricing).
- E. If the State of Arkansas deems redacted information to be subject to FOIA, the vendor will be contacted prior to the State providing the information.

1.13 CAUTION TO VENDORS

- A. During the time between the proposal opening and contract award, any communication concerning this RFP **must** be addressed through OSP.
- B. Vendor should ensure all copies and all media are identical to the vendor's hard copy original proposal. In case of a discrepancy, the hard copy **shall** govern.
- C. Failure to submit the required number of copies with the proposal may be cause for rejection.
- D. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
- E. An official authorized to bind the vendor(s) to a resultant contract **must** sign the proposal.
- F. All official documents and correspondence **shall** be included as part of the resultant contract.
- G. Proposals **shall** be accepted only in the English language.
- H. The State Procurement Official **shall** have the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals **shall** be rejected for one or more reasons including the following:
 - 1. Failure of the vendor(s) to submit a proposal(s) on or before the date and time designated for proposal opening for this RFP.
 - 2. Failure to sign an Official RFP Document.
 - 3. Failure to complete and include the Official Bid Price Sheet(s).
 - 4. Failure to separately seal the Official Bid Price Sheet from the Technical Proposal for both electronic and hard copies.
 - 5. Failure of the vendor(s) to respond to a requirement for clarification.
 - 6. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFP.
 - 7. Failure of any proposed solution to meet or exceed the specifications.
- I. Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal.

1.14 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in Clarification of RFP and Questions.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. Any statement in this document that contains the word "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the vendor(s) to satisfy that intent **shall** cause the proposal to be rejected.

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1.15 REQUIREMENT OF ADDENDUM

- A. This RFP may be modified only by an addendum written and authorized by OSP.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addendums to the RFP prior to submission.
- C. There will be no addendums to a RFP 72 hours prior to the RFP opening, other than to:
 - 1. Extend the bid opening date.
 - 2. Cancel the bid.
- D. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addendums up to bid opening.

1.16 ALTERATION OF ORIGINAL RFP DOCUMENTS

- A. The original written or electronic language of the RFP documents **shall not** be changed or altered except by approved written addenda issued by OSP. This does not eliminate a vendor from taking exception(s) to non-mandatory terms and conditions.
- B. If the Vendor wishes to make exception(s) to any non-mandatory terms and conditions, it **must** be submitted by the vendor on or attached to the Vendor's Signature and Acknowledgement Sheet for that section. Vendor **must** clearly explain the exception(s).
- C. If Vendor's submittal is discovered to contain alterations or changes to the original written or electronic documents, the Vendor's response may be declared non-responsible. If declared non-responsible, the response **shall not** be considered.

1.17 ADDITIONAL TERMS AND CONDITIONS

- A. Additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response, that conflict with mandatory terms and conditions required by law **shall not** be considered.
- B. In signing and submitting his proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall not** have force or effect.
- C. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a proposal.

1.18 AWARD RESPONSIBILITY

OSP will be responsible for award and administration of any resulting contract(s).

1.19 RESERVATION

This RFP does not commit the OSP to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.20 ANTICIPATION TO AWARD

- A. After complete evaluation of the proposals, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php).
- B. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- C. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

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D. Vendors are responsible for viewing the Anticipation to Award section of the OSP website.

1.21 NEGOTIATIONS

As provided in this RFP and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably capable of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

1.22 MINORITY BUSINESS POLICY

- A. Minority participation is encouraged in this and in all other procurements by State agencies.
- B. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is African American, Hispanic American, American Indian, Asian American, Pacific Islander American, Service Disabled Veteran as designated by the United States Department of Veterans Affairs.
- C. The Arkansas Economic Development Commission conducts a certification process for minority business and disabled veterans. Certification number **should** be included on page one (1) for verification.

1.23 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.
- B. EO policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other State agencies that **must** also comply with this statute.
- D. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

1.24 EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, selected vendor(s) **must** certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State.
- B. Vendors **shall** certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>.

1.25 PAST PERFORMANCE

In accordance with provisions of the State Procurement Law, specifically OSP Rule R5:19-11-230(b) (1), a vendor's past performance with the State may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and **must** be supported by written documentation. Documentation may be in the form of a written or an electronic report, Vendor Performance Report (VPR), memo, file or any other appropriate authenticated notation of performance to the vendor files.

1.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

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- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.28 VISA ACCEPTANCE

Awarded vendor(s) should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The vendor may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

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1.29 PUBLICITY

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project **shall not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is complete.

SECTION 1 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

*This page **must** be signed and submitted with vendor's Technical Proposal.*

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in Section 1 of this RFP.

*Authorized Signature: _____ Title: _____
Printed/Typed Name: _____ Date: _____

NOTE: Any exceptions taken by the vendor to NON-mandatory items listed in Section 1 **must** be declared below or as an attachment to this page.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK

There are approximately 766 pharmacies within the State of Arkansas. Of these, approximately 464 are independently owned pharmacies. Some of the independently owned pharmacies have limited technology. Approximately 302 pharmacies are owned and operated by national chains.

Act 508 of the Regular Session of the 86th General Assembly of the Arkansas Legislature 2007, requires the Arkansas Crime Information Center (ACIC) to provide a real-time, which is the actual time during which the transactions are taking place, electronic logbook for all pharmacies throughout the State of Arkansas to record purchases of ephedrine, pseudoephedrine, and phenylpropanolamine and to maintain and control access to the electronic logbook. As a result of the passage of Act 256 of 2005, the State has experienced a significant reduction in the manufacture of methamphetamine.

The goal of the real-time electronic logbook is to further reduce, and ultimately eliminate, the manufacture of methamphetamine. It is the intent of ACIC, through this RFP, to solicit proposals for the design, deployment and ongoing support of a real-time electronic logbook that will enable all pharmacies in Arkansas to enter transactions of the sale of ephedrine, pseudoephedrine and phenylpropanolamine into the logbook in accordance with Act 508, and allow authorized criminal justice officials access to the data maintained in the logbook.

Vendors are encouraged to propose innovative solutions that are reliable, user friendly, cost effective, and that will lead to the ultimate goal of eliminating the manufacture of methamphetamine.

2.2 System Requirements

Vendor **must** provide all software, hardware, and any peripheral components proposed for their system. The system **shall**:

- A. Provide a centralized database to record all purchases of ephedrine, pseudoephedrine, and phenylpropanolamine in Arkansas.
- B. Provide a thin-client, real-time, web based portal for collecting all required Arkansas data elements for the purchase of ephedrine, pseudoephedrine, and phenylpropanolamine.
- C. Provide an interface to existing pharmacy data systems to allow pharmacies with point of sale systems to integrate with the centralized database and not have to use the portal. Possible interfaces include, but are not limited to, Web Services and XML messages using Simple Object Access Protocol (SOAP) standards.
- D. Provide technology that reads and auto-populates purchaser information from the State driver license or State ID using a 2D bar code scanner. If the Department of Finance and Administration (DFA) changes the technology used to store the data on the driver license the vendor **must** supply a way of reading it.
- E. Auto-populate the product(s) purchased, including product name and quantity (gram), by scanning the product UPC code. The option to type the UPC code **must** be available.
- F. Provide a drop down list of product names to the retail clerk as they begin typing the UPC code or product name.
- G. Provide a method of entering purchaser and product information into the system manually as an alternative to capturing the information with an electronic scanner.
- H. Provide a procedure for processing product returns with supervisor approval.
- I. Provide for transaction voids with supervisor approval.

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- J. Provide a complete audit trail of each transaction, which includes at a minimum the time, date, location, and clerk who performed the transaction.
- K. Accommodate a wide range of pharmacies including large chain pharmacies and small independent pharmacies located in areas that may not have high speed internet connectivity.
- L. Provide a solution for those pharmacies that do not have internet connectivity and have a backup procedure for processing transactions in the event of internet outage.
- M. Fully comply with the requirements of Arkansas Act 508 of 2007, Arkansas Act 176 of 2013 and the Federal Combat Meth Act of 2005.
- N. Calculate State and federal ephedrine, pseudoephedrine and phenylpropanolamine purchase limitations and advise the pharmacy, in real-time, if the sale can be completed.
- O. Have the capability, in the event a sale cannot be completed, to generate a notice that can be printed by the pharmacy and given to the customer. The notice **shall** include information advising the customer as to why the sale could not be completed and resources where the customer can obtain more information or contest the blocked sale.
- P. Provide the option of electronically capturing the customer's signature at the point of sale.
- Q. Be expandable to meet the future needs and requirements as it pertains to ephedrine, pseudoephedrine and phenylpropanolamine tracking that may come about as a result of future State and/or federal laws or regulations.
- R. Accept transactions from other states pseudoephedrine log books and incorporate the transaction into the Arkansas' log book using commercially available systems and communication protocols.
- S. Be able to send Arkansas' transactions to other state's logbook systems regardless of the vendor.
- T. Any cost associated with system requirements **shall** be included in the "System Cost" located in the Official Price Sheet.

2.3 REQUIREMENTS RELATED TO CRIMINAL JUSTICE ACCESS

The system **must** provide the following:

- A. Security that has the functionality to limit access only to authorized personnel.
- B. Functionality that allows only authorized personnel to print reports from the system via the web portal.
- C. Functionality that allows criminal justice personnel to have the capability to search the electronic log database using one or a combination of the following data elements:
 - 1. Date
 - 2. Name
 - 3. Date of birth
 - 4. House number
 - 5. Street
 - 6. City

7. State
 8. Zip code
 9. Identification numbers, such as driver's license number, state ID number, Social Security number, or Military ID.
- D. Allow criminal justice users to enter identifying "watch" information on individuals and receive a real-time notice each time the individual attempts a purchase.
- E. A robust password schema for accessing the service.
1. The robust password **must** include:
 - a. At least one (1) uppercase character
 - b. One (1) lower case character
 - c. One (1) number
 - d. One (1) special character
 - e. The length of the robust password being a minimum of 8 characters and not to exceed 15 characters in length.
- F. Functionality that requires users to change their passwords every 90 days.
1. If the passwords are not changed the system **must** lock a user's account from access until the password has changed.
 2. If a user's account is not active within 90 days the system **must** automatically deactivate users' accounts.
- G. Any cost associated with criminal justice access **shall** be included in the "System Cost" located in the Official Price Sheet.

2.4 REQUIREMENTS FOR HOSTING AND SUPPORT OF THE SYSTEM

Vendor **must** provide the following hosting and support:

- A. Help desk function available 24 hours per day, 365 days per year that can be accessed via toll free phone number.
- B. Help desk personnel that can provide knowledgeable and immediate response to questions and problems from pharmacy and criminal justice employees.
- C. Help desk personnel located in the Continental United States and speak English.
- D. A Disaster Recovery Plan in place that includes, but not limited to:
 1. System redundancy
 2. Off sites data storage
 3. Secondary data centers, etc.
- E. Any cost associated with hosting and support of the system **shall** be included in the "System Cost" located in the Official Price Sheet.

2.5 ONGOING PERFORMANCE REQUIREMENTS

- A. In the event a 99.9% uptime is not maintained for any consecutive two (2) month period due to system failure, the following action(s) **shall** occur:
1. The vendor **shall** receive formal notice in writing and **must** take one or more of the following actions necessary to raise the uptime to at least 99.9% in the month subsequent to written notification, unless ACIC and the vendor agree in writing that the problem has been corrected and the vendor's solution system is currently in good working order:
 - a. Provide on-site support for analysis and correction of the problem.
 - b. Provide any support and/or maintenance that **shall** correct any problems the system is experiencing.
 - c. Replace the system with a functionally equivalent solution.
- B. Vendor, at its option, may take any of the above actions prior to the third consecutive month. If a replacement is required, a new acceptance period **shall** commence upon notification in writing to ACIC that the vendor has replaced their solution.
- C. Any cost associated with ongoing performance requirements **shall** be included in the "System Cost" located in the Official Price Sheet.

2.6 SECURITY REQUIREMENTS

- A. Vendor's employee who has access to the data **must** clear a finger-print based background check.
- B. The successful vendor **must** provide physical and logical security to all data, hardware, and physical facilities to prevent access or tampering of the system or data by unauthorized personnel.
- C. The vendor **must** monitor the system 24 hours per day 365 days per year to ensure the system is working properly and is secure.
- D. Data in transit **must** be encrypted with at a minimum of 128-bit encryption with National Institute of Standards and Technology (NIST), and Communications Security Establishment (CSE) certificate.
- E. Everyone who accesses the system **must** be identified (user name or ID) and authenticated (password, biometric, token, etc.).
- F. The system **must** provide logging capabilities that will allow the specific transactions to be traced back to the specific person who performed the transaction.
- G. The system **must** be protected by firewalls, anti-virus software, and/or other hardware/software to protect the system from unauthorized or malicious access. All security software **must** be kept up to date with the latest available patches and updates.
- H. The statewide administrator (ACIC) **must** be able to conduct an onsite security check to audit data at the vendor's facility for quality assurances.
- I. Any cost associated with security **shall** be included in the "System Cost" located in the Official Price Sheet.

2.7 SERVICE REQUIREMENTS

- A. Ownership of the Data - The Arkansas data begins at the time of sale and through transit to the system, therefore all data collected from Arkansas pharmacies to include user and purchases **shall** remain the sole property of the State.

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1. In the event the State no longer needs the service as specified in this RFP, all data **shall** be provided to the State when the services are cancelled.
 - a. The data **shall** be given to the State in a format that is specified by the State.
 - b. Once the data has been received by the State, the vendor **must** remove from their systems and records all data owned by the State of Arkansas.
- B. System Documentation – Upon contract award, vendor **must** provide two (2) complete sets of documentation such as a user manual or instruction guide to ACIC.
 1. The documentation **must** describe the functionality of the system and **must** be available by way of website link, or electronic copies provided by the vendor. The State **must** be able to distribute and or duplicate as necessary in order to distribute to pharmacy logbook users.
- C. System Changes - The vendor **shall not** make any changes to the system that would be in violation of Arkansas State law.
- D. Warranty **must** be provided for the life of the contract.
 1. The warranty **shall** begin on the date the system is stalled.
 2. Cost incurred by any necessary adjustments to the system to correct defects or problems not caused by accident or misuse through fault or negligence of the user, **shall** be borne by the vendor, including labor and travel to/from the user location.
- E. Any cost associated with service **shall** be included in the “System Cost” located in the Official Price Sheet.

2.8 TRAINING

The vendor **must** provide training that meets or exceeds the following:

- A. Provide initial training for all pharmacy and criminal justice users via distance learning platform such as phone or web-based.
- B. Provide on-going training to pharmacy and criminal justice users via distance learning platform such as web-based or webinars for refresher courses, or when changes are implemented, etc.
- C. Provide in-state training to criminal justice users, at a minimum of three (3) locations, twice a year. Vendors are encouraged to recommend a place, time, and type of training, but the agency **shall** have the final determination.
- D. Any cost associated with training costs **shall** be included in the “System Cost” located in the Official Price Sheet.

2.9 REQUIREMENTS FOR REPORTING

- A. Each pharmacy (store) **must** have at a minimum, the capabilities of viewing reports of transactions conducted at their store, by date range.
- B. The system **must** have the functionality to automatically send a report to law enforcement personnel in the appropriate jurisdiction, whenever a purchase or attempted purchase of ephedrine, pseudoephedrine, and phenylpropanolamine is made that places the purchaser over the allowable limit.
- C. The system **must** have the functionality to automatically send a report to law enforcement personnel in the appropriate jurisdiction, whenever a person makes an inquiry into the system checking on the allowable amount available for them to purchase ephedrine, pseudoephedrine, and phenylpropanolamine.

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- D. The system **must** provide for criminal justice personnel the ability to run reports of persons who have made purchases of ephedrine, pseudoephedrine, and phenylpropanolamine in a given time frame and/or in a given geographical area.
- E. The system **must** provide the statewide administrator (ACIC Program Manager) of the program the ability to run summary reports that show purchase trends around the State in a given time frame of ephedrine, pseudoephedrine, and phenylpropanolamine.
- F. The system **must** provide the statewide administrator (ACIC Program Manager) of the program the ability to pull a report of the criminal justice users, user status (active, inactive, expired, etc.) and number of searches performed by each user in a given time frame.
- G. Any cost associated with reporting costs **shall** be included in the "System Cost" located in the Official Price Sheet.

2.10 PERFORMANCE REQUIREMENTS AND INSTALLATION

- A. The vendor **shall** supply pharmacies with 2D barcode scanners or related technology, which **must** have the ability to read the Driver's License or ID card.
- B. The vendor **shall** be responsible for the installation and troubleshooting the 2D barcode scanners at the pharmacies throughout the State of Arkansas.
- C. The risk of loss and/or damage of equipment **shall** be fully assumed by the vendor during installation.
- D. The vendor **shall** pay for all materials and other items necessary for the installation.
- E. The vendor **must** assume responsibility for arranging for transportation of materials/personnel involved in installation at all pharmacies, and **must** coordinate the scheduling of installation and delivery with each pharmacy point of contact.
- F. The real-time electronic logbook system **must** be installed and available to all pharmacies and criminal justice agencies statewide no later than July 15, 2015.
- G. The vendor **shall** be responsible for any/all physical modifications of the remote site to accommodate the installation of the system.
- H. The vendor **must** provide an account manager to work with the State Administrator (ACIC Program Manager) on an ongoing basis once implementation of the service is complete. The account manager **shall** be the contact person for assisting the State Administrator with:
 - 1. Questions
 - 2. Training
 - 3. Technical matters
 - 4. Technical issues, etc.
- I. Any cost associated with performance and installation **shall** be included in the "System Cost" located in the Official Price Sheet.

2.11 New Contract Transition Plan

Upon termination of the contract and/or upon award of a new contract to an entity other than the vendor, the vendor **shall** work with the State and any other organizations designated by the State to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the State.

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Ninety (90) calendar days prior to contract end or upon contract termination or cancellation, the vendor **shall** provide ACIC all electronic and paper files, including archived files. The vendor **shall** assist the State agency to insure an orderly transfer of responsibility and /or the continuity of those services required under the terms of the contract to an organization designated by the State agency, if requested in writing. The vendor **shall** provide and/or perform any or all of the following responsibilities:

1. The vendor **shall** deliver, FOB destination or in an electronic format approved by the State agency, all records, documentation, reports, data, recommendations or printing elements, etc., which were required to be produced under the terms of the contract to the State agency within seven (7) business days after receipt of written request in a format and condition that **must** be acceptable to the State agency.
2. The vendor **shall** discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the State agency, in order to insure the completion of such service prior to the expiration of the contract.
3. The vendor **shall** meet in Little Rock with the State agency at least once if needed and as requested to review transition plan and operation.

ACIC maintains the right to transfer all data, documentation and other materials that are considered the property of the State of Arkansas to any future vendors.

SECTION 2 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

*This page **must** be signed and submitted with vendor's Technical Proposal.*

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in Section 2 of this RFP.

*Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

NOTE: Any exceptions taken by the vendor to NON-mandatory items listed in Section 2 **must** be declared below or as an attachment to this page.

SECTION 3 - EVALUATION INFORMATION

3.1 CORPORATE BACKGROUND, RECOMMENDATIONS, AND, QUALIFICATIONS

- A. Corporate Background - Provide details on the background of the respondent regarding both prime and subcontractor:

Maximum RAW score available = 5 points

1. Date company established
2. Name of company
3. Home office address
4. Ownership (whether public, partnership, subsidiary, or specified other)
5. Name, title, telephone number and email address of key contact person
6. Company history detailing number of years in this type of business
7. Detailed listing of projects of same or similar nature that the company has in operation
8. An organizational chart displaying the overall business structure

- B. Provide Letters of Recommendation (LOR) for both respondent and subcontractor(s) from completed projects. Should the respondent or subcontractor have no recent contract experience, provide letters from organizations regarding work closely related to the scope of work as defined in this RFP:

1. One (1) LOR from a project of similar size.

Maximum RAW score available = 5 points

2. Two (2) LOR from a project of similar scope as defined in this RFP.

Maximum RAW score available = 5 points

- a. LOR criteria:

- i. Be on official letterhead of the party submitting recommendation.

Maximum RAW score available = 5 points

- ii. Be from entities with recent (within the last three (3) years) contract experience with the respondent.

Maximum RAW score available = 5 points

- b. Be limited to organizational recommendations, not personal recommendations.

Maximum RAW score available = 5 points

- c. Be dated no more than six (6) months prior to the proposal submission date.

Maximum RAW score available = 5 points

- d. Provide current contact information for references, including:

Maximum RAW score available = 5 points

- i. Name
- ii. Phone number
- iii. Email address

iv. Mailing address

- e. Include a detailed description on how the vendor proceeded to make their project successful from the beginning to the completion of the project.

Maximum RAW score available = 5 points

- f. Avoid using LOR from ACIC employees.

Maximum RAW score available = 5 points

- g. Avoid using LOR from the respondent or their affiliates.

Maximum RAW score available = 5 points

C. Qualifications - Provide the following:

1. The number of projects completed successfully and description of similar projects successfully completed.

Maximum RAW score available = 5 points

2. A statement specifying the extent of responsibility and any notable experience on each described project.

Maximum RAW score available = 5 points

3. For each referenced project describe:

- a. Work performed

Maximum RAW score available = 5 points

- b. The time period or length of the project

Maximum RAW score available = 5 points

- c. The staff-months required

Maximum RAW score available = 5 points

- d. The contract amount

Maximum RAW score available = 5 points

D. Describe any part(s) of the work that will be subcontracted.

Maximum RAW score available = 5 points

3.2 EXPERIENCE AND CAPABILITIES

Provide the following:

- A. Resume for the Project Manager (PM) assigned to the Arkansas Project to include any degrees or certificates held by the individual.

Maximum RAW score available = 5 points

1. Detailed description of PM's experience relative to a project of similar size and scope.

Maximum RAW score available = 5 points

2. Detailed description of PM's primary duties and responsibilities as it would relate to this project.

Maximum RAW score available = 5 points

- B. Describe escalation process that indicates additional points of contact for resolving any issues that involves the PM.

Maximum RAW score available = 5 points

- C. Resumes for all Technical Manager(s) serving in a leadership role throughout this contract.

Maximum RAW score available = 5 points

1. Detailed description of Technical Manager's experience relative to a project of similar size and scope.

Maximum RAW score available = 5 points

2. Detailed description of Technical Manager's primary duties and responsibilities as it would relate to this project.

Maximum RAW score available = 5 points

- D. Describe escalation process that indicates additional points of contact for resolving any issues that involves the Technical Manager(s).

Maximum RAW score available = 5 points

- E. The number of personnel and qualifications of the maintenance and technical assistance staff assigned to similar contracts.

Maximum RAW score available = 5 points

- F. The number of full time equivalent (FTE) employees engaged in similar contracts.

Maximum RAW score available = 5 points

- G. Details on company's philosophy on gathering and interpreting functional requirements for clients.

Maximum RAW score available = 5 points

- H. Details on the manner in which:

1. Technical assistance will be delivered to Law Enforcement and Pharmacy Staff.

Maximum RAW score available = 5 points

2. The schedule on which technical assistance will be available.

Maximum RAW score available = 5 points

3. Guaranteed response time to request for service.

Maximum RAW score available = 5 points

- I. Escalation process in the event of any unresolved software problem where resolution has not been satisfactory in the opinion of the agency.

Maximum RAW score available = 5 points

- J. Anticipated response time to arrive on site for system problems.

Maximum RAW score available = 5 points

3.3 METHODOLOGY

Provide details of the following:

- A. Describe in detail the proposed pharmacy logbook solution.

Maximum RAW score available = 5 points

1. Provide specifications on any software, hardware, and peripherals components proposed. This includes brand information and accompanying data sheets on components.

Maximum RAW score available = 5 points

- B. Describe the functionality of proposed solution. Explain any new and innovative functionality of the proposed system.

Maximum RAW score available = 5 points

- C. Describe in details any proposed system interface, integration, networking, or migration required with proposed system.

Maximum RAW score available = 5 points

- D. Describe the ease of expanding system to meet the future needs and requirements as it pertains to ephedrine, pseudoephedrine, and phenylpropanolamine tracking that may come about as a result of future State and/or federal laws or regulations.

Maximum RAW score available = 5 points

- E. Describe the ease of expanding system to meet any future needs and requirement as it pertains to pharmacy logbook operations/tracking of any additional drugs the State or federal government dictates through policy, law, act, etc.

Maximum RAW score available = 5 points

3.4 INSTALLATION PLAN

- A. Provide a proposed detailed plan for installation.

Maximum RAW score available = 5 points

- B. Provide a proposed detailed transition plan including a project timeline and implementation schedule with their response.

Maximum RAW score available = 5 points

3.5 TRAINING

Provide detailed training plans for the following:

- A. Initial training for all pharmacy and criminal justice users via distance learning platform such as webinar, web-based, etc.

Maximum RAW score available = 5 points

- B. On-going training to pharmacy and criminal justice users via distance learning platform such as web-webinar, web-based, etc. for refresher courses, or when changes are implemented, etc.

Maximum RAW score available = 5 points

- C. In-state training at a minimum of three (3) locations, twice a year to the criminal justice users in Arkansas.

Maximum RAW score available = 5 points

3.6 HOSTING AND SUPPORT OF THE SYSTEM

Provide a detailed description of how the hosting and support of the system will meet or exceed the requirements of this RFP.

Maximum RAW score available = 5 points

3.7 SECURITY

- A. Provide a detailed description of how the proposed solution will meet or exceed the any security requirements (both system and data) of this RFP.

Maximum RAW score available = 5 points

- B. Provide details of any data or system breach of any system in the past three (3) years and the steps the vendor has taken to minimize the risk of a reoccurrence.

Maximum RAW score available = 5 points

3.8 REPORTING

- A. Provide sample reports of all reportable functions, a detailed explanation of the purpose of each report provided, and how said reports will benefit the State.

Maximum RAW score available = 5 points

- B. Provide a detailed description of:

1. Any automatically sent reports to law enforcement personnel.

Maximum RAW score available = 5 points

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- a. What prompts this process?
Maximum RAW score available = 5 points
- b. How are these reports received by law enforcement personnel and any format options available to receive these reports?
Maximum RAW score available = 5 points
- c. Describe any customizable functionality of these reports.
Maximum RAW score available = 5 points
2. Provide a detailed description of how State Administrator will run, receive, pull reports of:
 - a. Summary reports that shows purchase trends around the State.
Maximum RAW score available = 5 points
 - b. Criminal justice users with the ability to pull reports of:
Maximum RAW score available = 5 points
 - i. Users
 - ii. User status (active, inactive, expired, etc.)
 - iii. Number of searches performed by any user over any given time.
3. Provide a detailed description of any functionality the pharmacy will have on the logbook portal in terms of sending, viewing, and sorting reports of the transactions conducted at their store, by date range.
Maximum RAW score available = 5 points
- C. Describe vendor's ability to break down the monthly reports provided to the State Administrator (ACIC Program Manager) regarding the performance of the system, by month and year, while containing the following information:
Maximum RAW score available = 5 points
 1. Total number of blocked sales
 2. Total number of sales completed
 3. Total number of sales not completed
 - a. Voided sales
 - b. Cancelled sales
 - c. ID types
 4. Total number Transactions

3.9 DISASTER RECOVERY PLAN

Provide a detailed description of the following plans, processes and/or policies for:

- A. System redundancy
Maximum RAW score available = 5 points
- B. Off-site data storage
Maximum RAW score available = 5 points
- C. Secondary data centers, etc.
Maximum RAW score available = 5 points

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1. In addition to the above descriptions, provide a CD with the vendor's complete Disaster Recovery Plan
Maximum RAW score available = 5 points

3.10 FINACIAL DATA

Provide audited financial statements for the past three (3) years or if unable to submit audited financial statements, the vendor should submit other financial documentation that reflects the financial condition of the vendor.

Maximum RAW score available = 5 points

SECTION 4 - CRITERIA FOR SELECTION

4.1 GENERAL INFORMATION

- A. After initial qualification of proposals for mandatory requirements, technical responses will be evaluated and scored by a committee appointed by the Agency.
- B. Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the evaluation committee during the assignment of rating points.
- C. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

4.2 TECHNICAL PROPOSAL SCORE

- A. Proposals which meet mandatory requirements will be scored for technical content.
 1. The Raw Score for the Technical Proposals will be established by using the criteria and scoring specified in Section 3.
 2. Each sub-section in Section 3 has been weighted as shown in the following table. The vendor's weighted score for each sub-section will be determined using the following formula:

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

- A = Actual raw score for sub-section
- B = Maximum raw score possible for sub-section
- C = Maximum weighted score possible for sub-section
- D = Weighted score received for technical proposal

3. Weighted scores for sub-sections in Section 3 will be totaled together to determine the overall score for the technical proposal

*Note: The maximum weighted score for each sub-section was determined using the following formula:

Section	Maximum Raw Score Possible	Weighted Percentage	Maximum Weighted Score Possible
3.1 Corporate Background, References and Qualifications	90	5	35
3.2 Experience and Capabilities	80	5	35
3.3 Methodology	30	20	140
3.4 Installation Plan	10	5	35
3.5 Training	15	10	70
3.6 Hosting and Support of the System	5	10	70
3.7 Security	10	15	105
3.8 Reporting	45	15	105
3.9 Disaster Recovery Plan	20	10	70
3.10 Financial Data	5	5	35
Total Technical Points	310	100%	700

"Total maximum weighted score possible" (310) x "weighted percentage".

4.3 DEMONSTRATIONS

Per the discretion of the agency, the top three (3) vendors with the highest scored technical evaluation will be required to demonstrate their system. The demonstration shall be scheduled by the agency. Demonstrations will be worth 100pts.

4.4 COST PROPOSAL SCORE

A. The maximum amount of cost points will be awarded to the vendor with the lowest seven (7) year grand total as shown on the official price sheet.

B. The amount of cost points awarded to the remaining vendors will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Number cost points scored

4.5 GRAND TOTAL SCORE

The following three scores will be added together to determine the Grand Total Score for each vendor:

- Technical Proposal
- Demonstration (if applicable)
- Cost Evaluation

The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. See *Award Criteria*.

	Maximum Points Possible
Technical Proposal	700
Demonstration	100 (if applicable)
Cost Evaluation	300
Maximum Possible Grand Total Score	1000 (or 1100 with demo)

SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS

5.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:

Arkansas Crime Information Center
322 South Main
Suite 615
Little Rock, AR 72201

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.

C. The State **shall** not be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods and services purchased as a whole.

E. The vendor should invoice the agency by an itemized list of charges.

F. Purchase Order Number and/or Contract Number should be referenced on each invoice.

G. Selected vendor **must** be registered to receive payment and future RFP notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

5.1 PRIME CONTRACTOR RESPONSIBILITY

The prime contractor **shall** be responsible for the contract and **shall** be the sole point of contact with regard to goods and services and all requirements as specified in this RFP.

5.2 GENERAL INFORMATION

A. The State of Arkansas may not contract with another party:

1. To indemnify and defend that party for any liability and damages.
2. Upon default, to pay all sums to become due under a contract.
3. To pay damages, legal expenses or other costs and expenses of any party.
4. To continue a contract once the equipment has been repossessed.
5. To conduct litigation in a place other than Pulaski County, Arkansas.
6. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

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- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- 2. Include in its contract that the laws of the State of Arkansas govern the contract.
- 3. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- C. The State of Arkansas may contract with another party:
 - 1. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

5.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

5.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$150,000.00, whichever is higher. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

5.5 RECORD RETENTION

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

5.6 PRICE ESCALATION

Price increases will be considered at the time of extension if the vendor can prove the increase is necessary and is based on an increase in market price. Increases will not be considered to increase profit or margins. Vendors **must** make the request in writing, and appropriate documentation **must** be supplied to support the request.

5.7 CONFIDENTIALITY

- A. The vendor **shall** be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks.
- B. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws concerning the confidentiality and secure handling of information that they may become aware of during the course of providing services under a resulting contract.
- C. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

5.8 CONTRACT INTERPRETATION

In the event of a difference of opinion between EBD and the vendor as to the meaning of any provision in these specifications, EBD may request clarification, but if agreement cannot be reached the decision of EBD **shall** be final and controlling.

5.9 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

SECTION 5 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

*This page **must** be signed and submitted with vendor's Technical Proposal.*

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in Section 5 of this RFP.

*Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

NOTE: Any exceptions taken by the vendor to NON-mandatory items listed in Section 5 **must** be declared below or as an attachment to this page.

SECTION 6 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the vendor takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the vendor's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at vendor's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written state purchase order authorizing shipment will be furnished to the successful vendor.
13. **LENGTH OF CONTRACT:** This solicitation will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** This solicitation will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished **will** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **CANCELLATION:** If the State cancels this contract for any of the reasons set forth in this RFP any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **will not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **will** state that all qualified applicants **will** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **will** include the provisions of items (a) through (d) in every subcontract so that such provisions **will** be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the front of this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

SECTION 6 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

*This page **must** be signed and submitted with Vendor's Technical Proposal.*

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in Section 6 of this RFP.

*Authorized Signature: _____ Title: _____
Printed/Typed Name: _____ Date: _____