



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-16-0080	Solicitation Issued:	04-21-2016
Description:	IT Resources		
Agency:	Office of Child Support Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	May 20, 2016	Bid Opening Time:	1:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>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.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Jaime Motley	Buyer's Direct Phone Number:	501-371-6070
Email Address:	Jaime.Motley@DFA.Arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

This Request for Proposal (RFP) requests full-time (40 hours per week) information technology resources from a single vendor to the Arkansas Department of Finance and Administration (DFA) -Office of Child Support Enforcement (OCSE). The DFA-Office of Information Services-OCSE Information Systems (DFA-OIS-OCSE IS) is responsible for the management and coordination of Information Technology for Arkansas OCSE. The resources will work, on-site, under the management of OCSE state employees for the operation and maintenance of the Arkansas OCSE statewide, federally certified, automated child support data system and supporting information technology infrastructure.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is July 1, 2016. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

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

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

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 RESPONSE DOCUMENTS

- A. Original Technical Proposal Packet
 - 1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.
 - 2. The Proposal Packet should be clearly marked "Original" and **must** include the following:

- a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
- a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. *Official Bid Price Sheet*. (See *Pricing*.)
1. Vendor's original *Official Bid Price Sheet* **must** be submitted in electronic copy format, preferably on a flash drive. A CD will also be acceptable.
 2. The *Official Bid Price Sheet* **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
- C. *Additional Copies and Redacted Copy of the Technical Proposal Packet*
- In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:
1. Additional Copies of the *Technical Proposal Packet*
 - a. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - b. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - c. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
 2. One (1) redacted copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their *Technical Proposal* response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - All *Agreement and Compliance Pages*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.

- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*.
- *Voluntary Product Accessibility Template* (VPAT).
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 **CLARIFICATION OF BID SOLICITATION AND QUESTIONS**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 4:00 p.m., Central Time on May 5, 2016. Submit written questions by email to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
- B. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
- C. Vendors' written questions 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 May 12, 2016.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 **PROPOSAL SIGNATURE PAGE**

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

1.11 **AGREEMENT AND COMPLIANCE PAGES**

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

1.12 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.13 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the bid opening.
- C. The *Official Bid Price Sheet* **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.

- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

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

1.15 **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.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy reflecting the same pagination as the original, and showing the empty space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.17 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

- E. Proposals **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.19 **AWARD PROCESS**

A. Successful Vendor Selection

The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

- 1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
- 2. If negotiations fail to result in a contract, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

- 1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
- 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
- 3. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
- 4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

- 1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
- 2. A State Procurement Official will be responsible for award and administration of any resulting contract.

1.20 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.21 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 of an *EO Policy* to OSP is a one-time Requirement. 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, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.23 PAST PERFORMANCE

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

1.24 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.
- 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 ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use

3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 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.

1.25 **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.

1.26 **VISA ACCEPTANCE**

- A. Awarded vendor(s) should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.27 **PUBLICITY**

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

1.28 **RESERVATION**

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

SECTION 2 – MINIMUM REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Finance and Administration (DFA) -Office of Child Support Enforcement (OCSE) to obtain IT resources for the operation, maintenance, and enhancement of the Arkansas OCSE statewide, federally certified, automated child support system and supporting environment.

There are four (4) OCSE Information Systems (IS) resource pools which are based on technical and functional qualifications along with specific areas of needed support. The assignment of each resource will be determined by OCSE IS management. Resource pools are based on the various functions within OCSE Operations for the maintenance and operation of OCSE software applications including Arkansas Child Support Information System (ARCSIS) and an in-house application developed for the imaging and processing of all child support funds paid to OCSE.

Resource Pools:

- A. Maintenance Development Staff** – These resources **shall** be responsible for maintenance and operation of the various components of the ARCSIS system along with all other supporting applications. Resources will consist of management, business analysts, systems analysts, and developers.
- B. Database Administration** - The DBA team **shall** be responsible for maintenance and operations of all OCSE databases.
- C. Network Administration** - The Network Team **shall** be responsible for maintaining the OCSE intranet network, including all server hardware, network connectivity, and e-mail exchange server.
- D. Helpdesk Support** - The Helpdesk **shall** provide support to approximately 800 OCSE employees regarding all IT related issues with system applications, hardware, and software issues.

2.2 BACKGROUND

The DFA-OIS-OCSE IS's mission is to support the Arkansas OCSE child support program with all of its information technology needs so it may provide the Arkansas Child Support community with the best child support services possible.

OCSE completed a successful technical migration of its federally mandated automated data system in May 2003. The system serves the child support program in 26 State offices. OCSE has a staff of approximately 800 and a caseload of approximately 112,000 cases at any given time.

ARCSIS is a fully implemented, federally certified case and financial management system that provides Arkansas child support workers, administrators, operations personnel, the public and the Federal Office of Child Support Enforcement with an integrated system of tools encompassing the entire child support program. These tools provide a customer service oriented approach to child support services and provide the field staff with the technology necessary to effectively and efficiently manage its caseload. In addition to ARCSIS, OCSE has other tools used for the successful day-to-day operation of child support duties.

The statewide WAN backbone is provided by the Arkansas Department of Information Systems (DIS). All Arkansas OCSE network traffic is switched through the Arkansas OCSE Information Systems server cluster farms in the DFA Ledbetter building in Little Rock.

A. Technology Overview

In 2002, the new technology solution (ARCSIS) was fully implemented replacing the legacy mainframe application. OCSE **shall** provide all technology used by the requested resources. Other technology **shall not** be allowed for use within the OCSE Information Technology infrastructure. This solicitation **shall not** require any additional products, services, or IT equipment.

1. Software Environment

The software components used for the day to day operations of the OCSE information technology infrastructure are detailed below.

a. Development Software

Development software is used to increase development productivity and streamline the development process. OCSE utilizes the complete Microsoft Visual Studio suite of products for the development of ARCSIS.

b. Management Software

OCSE utilizes Microsoft Team Foundation server to maintain version control of the application and as the primary location to store all system related documentation. Team Foundation server is used exclusively to record test cases and testing results from the various stages of the software development lifecycle. A custom Code Migration application is utilized to migrate code from the Team Foundation Server to the production servers based on predefined roles.

c. Modeling Software

Comprehensive model management and collaboration capabilities simplify building and maintaining complex data models. OCSE uses Embarcadero ER/STUDIO for data modeling. This data modeling tool assists in the documentation and re-use of data assets. The database support offered by ER/STUDIO allows data architects to analyze, design, and optimize existing data sources.

d. System Software

The system software provides essential functions necessary for the successful operation of the OCSE enterprise. Products include:

- i. Microsoft SQL Server - a database management system. The database is compatible with Windows Server and has Internet integration allowing organizations to build active websites and internal Intranet sites. The current version in use is Windows SQL Server 2008 r2. OCSE has begun migration to Windows SQL Server 2014; however the expected implementation is not determined.
- ii. Microsoft Windows Server - the operating system on the servers. It keeps track of user authentication files and print services. Other features include multiple Websites on a single machine, innovative Web publishing features, customizable tools, and new wizard technologies. The current versions being used are Windows Server 2008 r2 and 2012 r2.
- iii. Active Reports - a Visual Studio integrated design tool used for creating batch PDF documents. This tool is used extensively in batch form generation for daily and monthly print jobs.
- iv. Microsoft Exchange Server 2014 - the mail server in use at OCSE. The current versions in use are Exchange Server 2010 and 2013.

e. Document Management Software

An objective of the Arkansas Child Support program is to efficiently manage the high volume of documentation associated with managing a child support case. The core components of Arkansas' solution are EMC's Captiva family of products and the use of EMC's ApplicationXtender export and web services solution. The Captiva Family of products converts paper, fax and electronic data sources into content that can be processed by other applications.

ApplicationXtender stores and organizes the content so it can be presented to the enterprise through a desktop interface or a browser. The development and rollout of this document management solution occurred in 2010 and 2011. OCSE continues to expand its usage of ApplicationXtender to further address the growing need to become less dependent on paper files.

f. Client Software

Client Software installed on staff workstations to perform necessary duties include:

- i. Microsoft Outlook manages email, calendars, contacts, tasks, and to-do lists, and documents/files on the hard drive. The current version in use is Outlook 2013.
- ii. Microsoft Internet Explorer is used as the Web browser. The browser is the primary gateway for OCSE staff to access the ARCSIS application and other IT tools. The current version in use is Internet Explorer 10.
- iii. Microsoft Office Suite 2013 is the productivity suite in use by staff. Individual products include Microsoft Word, Excel, and PowerPoint.
- iv. Microsoft Visio is used extensively by development and project staff to document various aspects of the ARCSIS application including networking diagram and process flows.

2. Hardware Environment

This section identifies the different categorizations of the hardware which is utilized by the ARCSIS project.

a. Network Connectivity Component

OCSE Information Systems currently operates and maintains a series of interconnected LANs. These LANs makeup the switched network and provide statewide communications between the DFA-OIS-OCSE IS office and various field offices. Within each field office, Cisco switches provide LAN connectivity. DIS provides all WAN connectivity. In a typical OCSE field office Cisco switches are linked to Cisco routers provisioned by DIS.

b. Servers

The applications outlined in section 2.3, A, 6 operate on the OCSE network through https requests to the Intranet Information web server, which in turn provides the data by fetching it from the relational database (MS SQL) server.

The OCSE SQL Cluster farm is the main Database engine that runs the OCSE Enterprise providing data warehousing capabilities. The primary technologies used in the OCSE environment are:

- Windows Server
- Microsoft SQL Server for Database Management
- HP Storage Area network for SQL Server Databases
- Microsoft SUS for administering patches, critical fixes and service packs
- IIS for Applications hosting
- Exchange for OCSE Mail and System Mail Functions
- Microsoft ISA Server for Content and site Filtering
- Visual Voice for Automated Voice response system
- SNA for Host Data Replication
- Cisco IDS for intrusion detection and prevention
- Cisco PIX firewalls for perimeter Network Security
- MacAfee for Virus Protection

DFA-OIS-OCSE IS uses the DIS network in providing the data connection between the OCSE field offices and the OCSE data center. The transmission between the field office and the data center is encrypted and TCP/IP is the protocol used for communication between the client and the web server.

c. Desktops

Desktops are standard workstations with Windows 7 and a minimum of 4 GB of RAM and 22 inch flat screen monitors. Desktops are provided and maintained by DFA-OIS.

d. Printers

Standard network based printers are used throughout OCSE. The majority of printers are multi-function devices capable of printing, scanning copying, and faxing when appropriate. Printers are provided and maintained by DFA-OIS.

3. **OCSE Applications**

OCSE utilizes multiple custom built web-based applications to perform day-to-day activities. These applications include the following:

- a. Arkansas Child Support Information System (ARCSIS) was developed as a complete financial and case management system that addresses the requirements associated with Federal certification of comprehensive, automated, statewide Child Support Enforcement systems. Complete details concerning a federally certified system can be found at: http://www.acf.hhs.gov/sites/default/files/ocse/certification_guide_2009.pdf. The system is based on a web based client experience utilizing Windows IIS and SQL Servers as a backbone. The application was developed using Microsoft.Net framework.
- b. State Disbursement Payment Processing Application was developed to process all incoming payments from numerous sources (i.e. employers, individuals, other states) and in numerous formats (electronic and paper). The application scans, identifies and processes all payments and prepares them for distribution and disbursement through ARCSIS. OCSE utilizes Check 21 for the depositing of all paper payments. The application was developed using Microsoft.Net framework.
- c. Public Websites - OCSE maintains two websites to provide pertinent case and financial information to customers and to employers paying child support. Both sites were developed using Microsoft.Net framework.
- d. Reporting - Different reporting tools are in use to present statistical information to the users. A web front end portal allows users to access reports in a variety of formats including .pdf, Excel files, .Net web reports, and Microsoft SQL Server Reporting Services.

4. **System Security**

OCSE conducts internal audits and utilizes a wide variety of resources to create a secure application and network environment and to comply with various external agencies controls, requirements and recommendations including:

- a. IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>)
- b. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations, (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>)
- c. Federal OCSE Automated Systems for Child Support Enforcement: A Guide for States. (<http://www.acf.hhs.gov/programs/css/resource/updated-version-of-automated-systems-for-child-support-enforcement-a-guide>)

2.3 **FEDERAL PROCUREMENT CLAUSES**

Funding for the OCSE Information Technology infrastructure is partially funded using Federal appropriation. This requires the addition of the following clauses:

A. **Access to Records**

The State and vendor shall agree that the United States Department Health and Human Services and/or their representatives will be provided access to State agency documents papers, or other records pertinent to the procurement in order to make audits, examinations, excerpts and transcripts. (Reference:45 CFR 95.617b)

B. **Royalty-Free Rights to Use Software or Documentation**

The State and Vendor shall guarantee the Federal Government is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, software, modifications, and documentation developed and/or obtained through this acquisition. (Reference: 45CFR95.617, Sec. 95.17(b) Federal License).

C. **Clean Air Act**

The Clean Air Act, Section 306 stipulates:

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

D. Clean Water Act

The Clean Water Act, Section 309 stipulates:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

- 1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
- 2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

- (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

- (2) In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

E. Anti-Lobbying Act

The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

F. Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

G. Drug-Free Workplace Statement

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, sub grants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

H. Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110. The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public

- transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

I. Copeland Act (Anti-Kickbacks)

Vendor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each vendor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

2.4 RESOURCE REQUIREMENTS AND MINIMUM QUALIFICATIONS

The estimated total number of resources expected is forty-four (44); however, the total number each year may differ based on efforts defined by OCSE management, DFA-OIS-OCSE IS management and budget availability.

A. Maintenance Development Staff

These resources **shall** be responsible for maintenance and operation of the various components of the ARCSIS system along with all other supporting applications. Maintenance Development Staff Resources at a minimum **shall** consist of the following:

1. Project Manager(s) (estimated 2 resources)

- a. Project Manager(s) **shall** provide leadership to the resources throughout the term of this contract.
- b. Project Manager(s) **shall** report directly to DFA-OIS-OCSE IS management regarding project management and resource allocation.
- c. Project Manager(s) **shall** have a minimum of five (5) years management experience working in child support technical environment. Project Manager(s) should have previous management experience in Arkansas child support environment or a comparable child support environment of similar size.
- d. Project Manager(s) **shall** have a minimum of five (5) years management experience working with the following:
 - ASP.NET and C#
 - JQuery
 - Ajax
 - MVC 4.0 framework
 - SQL Server 2008 R2
 - Microsoft SSIS and SSRS
- e. Project Manager(s) **shall** have working history with the following:
 - HTML5
 - Microsoft Visual Studio 2012
 - Team Foundation Server
 - Products listed in this RFP

2. Business Analyst(s) (estimated 12 resources)

- a. Business Analyst(s) **shall** define and document business needs and objectives based on assigned tasks by DFA-OIS-OCSE IS management. They **shall** also perform testing of system changes.

- b. Business Analyst(s) **shall** work under the guidance of the Project Managers and DFA-OIS-OCSE IS management.
- c. Business Analyst(s) **shall** have a minimum of two (2) years of experience in Child Support application design and development, maintenance and implementation with knowledge of all areas of child support business processes. Business Analyst(s) should have previous experience in Arkansas child support environment or a comparable child support environment of similar size.
- d. Business Analyst(s) **shall** have a minimum of two (2) years of experience as a business analyst working on all project aspects including the following:
 - requirements gathering
 - functional design
 - documentation
 - testing
 - training
- e. Business Analyst(s) **shall** have one (1) year experience working with the following:
 - Microsoft Team Foundation Server
 - SQL Query Analyzer
 - ASP.NET
 - Microsoft Office 2013
 - Net development framework
- f. Business Analyst(s) **shall** have familiarity with all products listed in section 2.2.A.1 and 2.2.A.2.

3. System Analyst(s) (estimated 6 resources)

- a. System Analyst(s) **shall** analyze, design, and modifying systems to ensure compatibility and user effectiveness.
- b. System Analyst(s) **shall** coordinate with Business Analysts on defining systems technical capabilities that meet the business and operational needs defined by the business analysts.
- c. System Analyst(s) **shall** work under the guidance of the Project Managers and DFA-OIS-OCSE IS management.
- d. System Analyst(s) **shall** have a minimum of five (5) years of experience in child support application design and development, maintenance and implementation with knowledge of all business processes within child support. System Analyst(s) should have previous experience in Arkansas child support environment or a comparable child support environment of similar size.
- e. System Analyst(s) **shall** have a minimum of five (5) years of experience working in the following:
 - Classic ASP
 - ASP.Net 2.0 with C#
 - JQuery
 - Ajax and MVC 4.0 framework
 - SQL Server 2008 R2
- f. System Analyst(s) **shall** have experience in SSIS and SSRS
- g. System Analyst(s) **shall** have good working knowledge of the following:
 - HTML5
 - Microsoft Visual Studio 2012
 - Team Foundation Server
 - JavaScript
 - XML/XSLT

- Style Sheet
- VB Script
- ADO.Net
- Web Services
- SQL Query analyzer

h. System Analyst(s) **shall** have familiarity with all products listed in section 2.2.A.1 and 2.2.A.2.

4. Developer(s) (estimated 12 Resources)

a. Developer(s) **shall** have a minimum of two (2) years of experience in child support application design and development, maintenance and implementation with knowledge of business processes within child support. Developer(s) should have previous experience in Arkansas child support environment or a comparable child support environment of similar size.

b. Developer(s) **shall** have a minimum of two (2) years of experience in the following:

- Classic ASP
- ASP.Net 2.0 with C#
- JQuery
- Ajax and MVC 4.0 framework
- SQL Server 2008 R2

c. Developer(s) **shall** have experience in SSIS and SSRS

d. Developer(s) **shall** have good working knowledge of the following:

- HTML5
- Microsoft Visual Studio 2012
- Team Foundation Server
- JavaScript; XML/XSLT
- Style Sheet
- VB Script
- ADO.Net
- Web Services
- SQL Query analyzer

e. Developer(s) **shall** have familiarity with all products listed in section 2.2.A.1 and 2.2.A.2.

B. Database Administration (DBA)

The DBA team **shall** be responsible for maintenance and operations of all OCSE databases. Database Administration Resources **shall**, at a minimum, consist of the following:

1. Lead Database Administrator (estimated 1 resource)

a. Lead Database Administrator **shall** have five (5) plus years of experience as lead DBA for child support application database. Lead Database Administrator should have previous management experience in Arkansas child support environment or a comparable child support environment of similar size. Expertise should include the following:

- batch processes
- interfaces and batch schedulers
- database tuning
- performance monitoring
- data warehousing
- database administration
- Backup and restore procedures
- disaster recovery
- general understanding of child support business practices

- b. Lead Database Administrator **shall** have experience managing a team of DBA's.
- c. Lead Database Administrator **shall** have a minimum of five (5) years of experience working with the following:
 - Microsoft SQL 2008 Production 24x7 database around 2 TB support
 - SQL
 - SQL Enterprise manager
 - Database administration tools
 - Backup and recovery tools
 - SAN installation and administration
 - DB2
 - Argent-Scheduler
- d. Lead Database Administrator **shall** have familiarity with all products listed in section 2.2.A.1 and 2.2.A.2.

2. Database Administrator(s) (3 estimated resources)

- a. Database Administrator(s) **shall** have a minimum of five (5) years of experience as a DBA for child support application database. Database Administrator(s) should have previous experience in Arkansas child support environment or a comparable child support environment of similar size. Expertise should include the following:
 - batch processes
 - interfaces
 - batch scheduling
 - database tuning
 - performance monitoring
 - data warehousing
 - database administration
 - Backup and restore procedures
 - disaster recovery
- b. Database Administrator(s) **shall** have a minimum of five (5) years of experience working in the following:
 - Microsoft SQL 2008 Production 24x7 database around 300 GB support
 - SQL
 - SQL Enterprise manager
 - Database administration tools
 - Backup and recovery tools
 - SAN installation and administration
 - DB2
 - Argent-Scheduler
- c. Database Administrator(s) **shall** have familiarity with all products listed in section 2.2.A.1 and 2.2.A.2.

C. Network Administration

The Network Team **shall** be responsible for maintaining the OCSE intranet network, including all server hardware, network connectivity, and e-mail exchange server. The Network Administration Resources Team **shall** operate and maintain the network environment utilized by DFA-OIS-OCSE IS. The Team **shall** ensure constant connectivity, firewall protection, and intrusion detection. The Team **shall** communicate and coordinate activities with DFA-OIS Tech Support, DFA-OIS-OCSE IS Staff and DIS to ensure efficient operation of the OCSE intranet. Network Administration Resources **shall**, at a minimum, consist of the following:

1. Network Administrator (estimated 1 resource)

- a. Network Administrator **shall** have at minimum of five (5) years of experience as network administrator for statewide child support network. Network Administrator should have previous experience in Arkansas child support environment or a comparable child support environment of similar size. Expertise should include the following:
 - software and hardware installation
 - maintenance of routers
 - switches
 - firewall
 - virtual networking
 - security/ intrusion detection
- b. Network Administrator **shall** have a minimum of one (1) network certification by Microsoft, CompTIA, CISCO or similar certification provider.
- c. Network Administrator **shall** have at minimum of five (5) years of experience in the following:
 - CISCO equipment
 - Microsoft system administration and troubleshooting tools
- d. Network Administrator **shall** have familiarity of all hardware and software products listed in this RFP

2. Network Technician(s) (estimated 3 resources)

- a. Network Technician(s) **shall** have at minimum of two (2) years of experience working with the network environment for a statewide child support organization. Network Technicians should have previous experience in Arkansas child support environment or a comparable child support environment of similar size.
- b. Network Technician(s) **shall** have at minimum of one (1) network certification by Microsoft, CompTIA, CISCO or similar certification provider.
- c. Network Technician(s) **shall** Have at minimum of two (2) years of experience working with the following:
 - installation and maintenance of Microsoft exchange server
 - intrusion detection
 - anti- virus software installation and maintenance
- d. Network Technician(s) **shall** have experience in CISCO equipment, Microsoft system admin and troubleshooting tools;
- e. Network Technician(s) **shall** have knowledge of all hardware and software products listed in this RFP.

D. Helpdesk Support/Analysts (estimated 2 resources)

The Helpdesk provides on-sight support to approximately eight hundred (800) OCSE employees regarding all IT related issues with system applications, hardware, and software issues.

1. Helpdesk Support/Analyst(s) **shall** have a minimum of two (2) years of experience in Child Support customer services setting with knowledge of all business processes within child support. Helpdesk Analyst(s) should have previous experience in Arkansas child support environment or a comparable child support environment of similar size.
2. Helpdesk Support/Analyst(s) **shall** have a minimum of two (2) years of experience in the following:
 - Current Microsoft Office and Windows

- Microsoft TFS
- basic network troubleshooting
- skilled knowledge of client side hardware and software

2.5 **ADMINISTRATION**

- A. Upon award of a contract, the vendor **shall** work with DFA-OIS-OCSE IS and any other organizations designated by DFA-OIS-OCSE IS to ensure an orderly transition of services and responsibilities under the contract and to ensure continuity of those services required by DFA-OIS-OCSE IS.
- B. The vendor **shall** work in an organized method with DFA-OIS-OCSE IS's incumbent vendor for the purpose of effecting a smooth and timely transition.
- C. The vendor **shall** cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised extension.
- D. The vendor **shall** work toward a prompt and timely transition, proceeding in accordance with the directions of the DFA-OIS-OCSE IS. DFA-OIS-OCSE IS may provide the vendor with additional instructions to meet specific transition requirements prior to the end of Contract, and Vendor **shall** comply with these instructions.
- E. DFA-OIS-OCSE IS Management **shall** have the right to interview any personnel assigned by the vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by DFA-OIS-OCSE-IS.
- F. The vendor **shall** be responsible for the administration and management of the resources performing the work on this project.
- G. All resources **must** be exclusive to Arkansas OCSE and **shall not** be assigned by the vendor to other projects. All work **shall** be performed on-site at state owned facilities. OCSE **shall** provide necessary equipment to perform work.
- H. The vendor **shall** provide the following monthly documents/deliverables on or before the last day of month following the services being reported:
 1. The time-keeping process **shall** be performed by the vendor and submitted to The OCSE IT Coordinator monthly.
 2. A report showing the hours worked by each resource which outlines each resource's time spent on any assigned task in fifteen (15) minute increments.
 - a. The report **must** be in an electronic format such as Microsoft Excel or a text file that can be imported in to Microsoft Excel or Microsoft Word including timesheets (.pdf or tiff format.) for each resource.
 - b. At a minimum the report **shall** include:
 - each resource's name
 - the designated internal OCSE tracking number by project/task
 - the number of hours worked on that project/task
 - c. This report **shall** be used in validation of the monthly invoices.
 3. Timesheets for all resources in fifteen (15) minute increments outlining the hours worked each day.
 - a. Timesheets do not need to indicate individual project/tasks.
 - b. Timesheets **shall** be used in validation of the monthly report of hours and monthly invoices.

4. Invoices **must** list each resource's monthly summary of hours.
 - a. Errors and omissions **shall** be handled as a separate invoice to be submitted in the next monthly invoice submission.

2.6 **ROLES AND RESPONSIBILITIES**

- A. To achieve the mission of DFA-OIS-OCSE IS, IS state management will work with the primary business stakeholders to define work items necessary for the effective operation of the IT infrastructure. These items may include system changes related to the following areas:
 1. Federally mandated changes to the child support process
 2. State Mandated Changes based on state laws or mandates.
 3. OCSE identified changes, including minor perfective changes to the system functionality.
 4. User defined items to correct system flaws or enhance business functionality.
- B. The primary stakeholders include OCSE executive management and their designees.
- C. Once a work item is defined, it will be assigned a work number and provided to the vendor to perform an initial assessment of the effort needed.
- D. Upon assignment of a task by DFA-OIS-OCSE IS Management, vendor **must** complete an assessment of work and determine the scope of work in terms or hours.
 1. If the anticipated work is less than 200 total hours, the vendor **must** submit to DFA-OIS-OCSE IS Management an issue resolution document within ten (10) days of receipt.
 2. If the estimate of work exceeds 200 hours, vendor **must** submit project scope statement following the Software Development Life Cycle approach within twenty (20) days of receipt.
 3. The document should outline the problem or change, the high-level solution and a breakdown of hours by resource and work.
- E. If a change in task is requested by the business stakeholder or identified after by vendor during the assignment, vendor **shall** submit a change request document. The document should outline the additional work needed along with any additional hours by resource necessary to complete the work
- F. DFA-OIS-OCSE IS Management will review the scope of work defined in an issue resolution document, scope statement or change request to determine if it meets the business need and can be performed in an acceptable amount of time. Upon approval, IS management will define the timeframe for when work will begin.
- G. Document Templates **shall** be provided by DFA-OIS-OCSE IS Management at time of contract award.

2.7 **CONFIDENTIALITY**

- A. The vendor **shall** provide a detailed description of policies and procedures for handling confidential information with their proposal.
- B. Prior to the commencement of any work, the vendor **must** sign and return the Information Sharing Agreement provided by DFA-OIS-OCSE IS.
- C. Prior to the commencement of any work, vendor **must** obtain and return signed confidentiality statements, provided by DFA-OIS-OCSE IS, from all employees and representatives who perform or supervise work on this contract.
- D. DFA-OIS-OCSE IS **shall** conduct initial security and confidentiality training for all vendor's employees prior to beginning any work handling confidential information

- E. Any work performed under this contract **must** meet Internal Revenue Service, Pub 1075.

2.8 **CRIMINAL BACKGROUND CHECKS**

- A. The vendor **must** provide the DFA-OIS-OCSE IS with Criminal Background Checks (including fingerprints) on all managers, employees and subcontractors who perform or supervise work on this contract. Criminal Background Checks **must** be provided to DFA-OIS-OCSE IS prior to a resource beginning work related to the contract.
- B. The vendor should utilize the Arkansas State Police to provide the required Criminal Background Checks.
 - 1. Should the vendor utilize another provider of Criminal Background Checks, provider **must** be certified and licensed to provide information accordingly and the vendor **must** request prior approval from DFA-OIS-OCSE IS of the provider.
 - 2. Vendor **must** arrange for the provider of the Criminal Background Checks to mail the results directly to the agency. The State **shall** have the right to waive this requirement if in the best interest of the State to do so. The agency **shall** provide written notice to the vendor should this requirement be waived.
- C. Criminal Background checks **must** be dated within 72 hours of submission to the DFA-OIS-OCSE IS.
- D. The DFA-OIS-OCSE IS **shall** have the right to refuse personnel based on results of the criminal background checks.
- E. The State **shall** have the right to terminate the entire contract should Criminal Background Reports show evidence of being tampered with, i.e. sections blocked out, dates of greater time than 72 hours, etc.

2.9 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of the services provided. Table A: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at time throughout the contract duration.
- C. The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, the vendor **shall** remit payment within thirty (30) days of notification in the form of a reduction in any subsequent invoice or a check remitted to the Agency.

Table A: Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Maintenance Development	Hours spent on any maintenance Work Items and on projects shall not exceed 15% of the approved hours outlined in an issue resolution document or project scope statement or any subsequent change order. Compliance shall be measured by random sampling of work items and full assessment of all maintenance projects after completion.	3% of the billed maintenance resources for the month(s) audited.
Database Administration	Database operations shall perform at 99% efficiency. Compliance shall be measured by DFA-OIS-OCSE IS Management review of server performance, work items reported to the Helpdesk regarding applications performance and number of issues discovered during application maintenance.	3% of billed database administration resources for the month(s) audited.
Network Administration	Network Operations shall maintain a 99% uptime of network resources during normal business hours. Compliance shall be measured by DFA-OIS-OCSE IS Management review of server performance, network performance and work items reported to the Helpdesk regarding network connectivity issues.	3% of billed network administration resources for the month(s) audited.
Helpdesk Support	Helpdesk operations shall work within a two (2) hour expected turnaround of logged items, either resolved or escalated to another section of Office of Information Services unless the accumulated time is due to waiting on follow-up from the requestor. No more than 5% of logged items shall remain assigned to the Helpdesk. Compliance shall be measured by random sampling of work items.	3% reduction of billed Helpdesk resources for the month(s) audited.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review *Technical Proposals Packets* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections		Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1	General Information	70	10	70
E.2	Maintenance Development Staff	110	25	175
E.3	Database Administration	50	20	140
E.4	Network Administration	60	20	140
E.5	Helpdesk Support	20	15	105
E.6	Project Administration	30	10	70
Totals		340	100.0%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

- D. The vendor's weighted score for each sub-section will be determined using the following formula:

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

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

- E. Vendor's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that **do not** receive a minimum weighted score of 420 **shall not** move forward in the solicitation process and pricing **shall** remain sealed and **shall not** be scored.

3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest one (1) year grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given 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 = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:
- Department of Finance and Administration
Administrative Services
P.O. Box 2485
Little Rock, AR 72203
- 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 or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not enter a** contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

H. The laws of the State of Arkansas **shall** govern this contract.

I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
- The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of 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.

4.4 **SOFTWARE OWNERSHIP**

All software, data files, documentation, records, worksheets, or any other materials developed through a resulting contract **shall** become the exclusive property of the Arkansas Office of Child Support Enforcement. This includes all property rights, intellectual or otherwise, and technology developed by the vendor. Vendor **shall not** hold ownership or intellectual property claim on any code, data, or the like.

4.5 **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. The State **shall** not at any time 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 \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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. Language in these terms and conditions **shall not** 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.

4.6 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.7 PRICE ESCALATION

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

4.8 CONFIDENTIALITY

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

4.9 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the decision of the State **shall** be final and controlling.

4.10 CANCELLATION

- A. 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 **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- A. Upon default of a vendor or cancellation of contract by the State, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.11 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee 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 or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful 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. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

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