



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL

RFP Number: SP-15-0023	Buyer: Jared Chaney
Commodity: Technical Services Agency: Office of Child Support Enforcement	Proposal Opening Date: December 2, 2014
Date Issued: October 29, 2014	Proposal Opening Time: 2:00 Central Time

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF RFP OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFP. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	RFP OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Business Designation (check one):	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government/ Nonprofit

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000689183

1. MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

- ☐ African American ☐ Hispanic American ☐ American Indian ☐ Service
Disabled Veteran
☐ Asian American ☐ Pacific Islander American

Arkansas Minority Certification Number _____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. 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 hard copy accompanying the solicitation response.** The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that **must** also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

4. TECHNOLOGY ACCESS

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 system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) 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.

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) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that

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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:

- A. 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;
- B. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- C. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- D. 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;
- E. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- F. Integrating into networks used to share communications among employees, program participants, and the public; and
- G. 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.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor **must** provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency **must** procure the product that best meets the standards or provide written documentation supporting selection of a different product.

5. 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.

6. ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP documents **shall not** be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared "non-responsible," and the response **shall not** be considered.

7. REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and have responded to, any and all amendments to the RFP prior to submission. There will

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be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

8. DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening **shall** be considered late and **shall not** be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.

9. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and **shall not** consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response, **that conflict with mandatory terms and conditions required by law**. In signing and submitting his proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall** have no force or effect. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a bid.

10. ANTICIPATION TO AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php.

11. PAST PERFORMANCE

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

12. VISA ACCEPTANCE

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

13. CERTIFICATION REGARDING EMPLOYMENT PRACTICES:

Neither the Contractor nor its subcontractors **shall** discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor **must** take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of

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their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action **shall** include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation
- Selection for training, including apprenticeship

14. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this RFP.

15. CURRENCY

All proposal pricing **must** be United States dollars and cents.

16. LANGUAGE

Proposals will only be accepted in the English language.

17. FORCE MAJEURE

The Contractor will not be liable for any cost to the agency if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

18. INTELLECTUAL PROPERTY

All software and related documentation developed through this acquisition **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 requested resources. Contractor **shall** hold no ownership or intellectual property claim on any code, data, or the like.

Contractor agrees that 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.

Contractor agrees that the United States Departments of Agriculture and Health and Human Services and/or their representatives **will** be provided access to State or Territorial agency documents papers, or other records pertinent to the procurement in order to make audits, examinations, excerpts and transcripts

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Office of Child Support Enforcement (OCSE) to obtain pricing and a contract for resources for the development and maintenance requirements to support the Arkansas OCSE IV-D child support program with all of its information technology needs.

1.2 ISSUING AGENCY

This RFP is issued by the Office of State Procurement (OSP) for the Office of Child Support Enforcement. The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Jared Chaney at (501) 371-6156 or by email at jared.chaney@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

- A. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person named herein will initiate all contact.
- B. Vendor(s) **must** submit one (1) signed original technical proposal (marked "ORIGINAL") on or before the date and time specified on page one of this RFP.
- C. Vendor(s) **must** also submit one (1) original Official Proposal Price Sheet. **Do not** include any pricing from the Official Proposal Price Sheet in the technical proposal copies, including the electronic copy. Pricing from the Official Proposal Price Sheet **must** be separately sealed from the technical proposal response and clearly marked as pricing information.
- D. The vendor(s) should submit four (4) electronic versions of the Technical Proposal response, preferably on flash drive. CDs will also be acceptable. Additionally, vendor should submit one (1) electronic copy of the redacted proposal (see *1.8 Proprietary Information*).
- E. The vendor(s) should submit one (1) electronic version of the Official Proposal Price Sheet. Do not include any pricing from the Official Proposal Price Sheet in the Technical Proposal copies, including the electronic copy. Pricing from the Official Proposal Price Sheet **must** be separately sealed from the technical proposal response and clearly marked as pricing.
- F. Failure to submit the required number of copies with the proposal may be cause for rejection.
- G. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- H. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the proposal.
- I. All official documents and correspondence **shall** be included as part of the resultant contract.
- J. The State Procurement Official **shall** have the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals **will** be rejected for one or more reasons not limited to the following:
 - 1. Failure of the vendor(s) to submit his proposal(s) on or before the opening date deadline established by the issuing office.

2. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to sign an Official RFP Document.
4. Failure to complete the Official Proposal Price Sheet(s) and include them **sealed separately** from the rest of the proposal.
5. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
6. Failure of any proposed service to meet or exceed the specifications.

1.4 **RFP FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent **will** cause the proposal to be rejected.

It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.

Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response **will** be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

1.5 **TYPE OF CONTRACT**

The resulting contract **will** be a TERM contract. The term of this contract **shall** be for one (1) year. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

1.6 **PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded in duplicate to:

Department of Finance and Administration
Administrative Services
P.O. Box 2485
Little Rock, AR 72203

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of delivery and acceptance of any goods or services. Payment **will** be made only after the contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole. Vendors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

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

1.7 **RECORD RETENTION**

The Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by the State of Arkansas Law. Upon request, access **will** be granted to State or Federal Government entities or any of their duly authorized representatives.

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.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP **will** be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and **shall** be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information.

The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and preferably should be submitted on a flash drive. CD's **will** also be acceptable. Except for the redacted information, the redacted copy **must** be identical to the original hard copy.

The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

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

1.9 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions should be submitted by 4:00 p.m. CT on November 7, 2014. Submit questions to Jared Chaney at jared.chaney@dfa.arkansas.gov. Bidders' questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business, November 12, 2014. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at bidder(s) risk.

1.10 RESERVATION

This RFP does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.11 PRIME CONTRACTOR RESPONSIBILITY

Single and joint vendor proposals and multiple proposals by vendor are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal. The prime contractor **will** be responsible for the contract and **will** be the sole point of contact with regard to services

If any part of the work **must** be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in the technical proposal response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.12 CONTRACT INFORMATION

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

1. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
2. Upon default, to pay all sums to become due under a contract.
3. To pay damages, legal expenses or other costs and expenses of any party.
4. To continue a contract once the equipment has been repossessed.
5. To conduct litigation in a place other than Pulaski County, Arkansas.
6. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

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

1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.13 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in 1.9 *Clarification of RFP and Questions*. The words "bidder" and "vendor" are used synonymously in this document.

1.14 CONDITIONS OF CONTRACT

The successful vendor(s) **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder **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 successful bidder.

1.15 STATEMENT OF LIABILITY

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 is required to retain total liability for equipment, software and technical and business or operations literature. At no time **will** the State be responsible for or accept liability for any vendor-owned items.

The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or (\$3,000,000), 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 Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; 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.

Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor 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.

1.16 AWARD CRITERIA

The award **will** be made to the vendor with the highest grand total points, determined by the combination of the technical evaluation scores and points for cost.

1.17 AWARD RESPONSIBILITY

The State Procurement Official **will** be responsible for award and administration of any resulting contract(s).

1.18 PUBLICITY

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

1.19 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the bidder(s) certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.

If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidder(s) **shall** understand that this paragraph may be used as a basis for litigation.

1.20 **COST**

All charges **must** be included on the Official Proposal Price Sheets and **shall** be included in the costing evaluation. To allow time to evaluate proposals, prices **must** be valid for 120 days following RFP opening. **Bidder(s) must include ALL pricing information on the Official Price Proposal Sheet ONLY and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the technical proposal.**

NOTE:

- A. The State **will not** be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- B. Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation **will** be borne by the bidder.
- C. Official Proposal Price Sheets may be reproduced as needed.
- D. Vendor(s) may expand items to identify all proposed services. **A separate listing, which must include pricing, may be submitted with the Official Proposal Price Sheet ONLY.**

THE ACCOMPANYING EXCEL FILE CONTAINS THE OFFICIAL PRICE SHEETS.

1.21 **PRICE ESCALATION**

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

1.22 **CONFIDENTIALITY**

The vendor **shall** be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.23 **NEGOTIATIONS**

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

1.24 **DISPUTES**

In the event of any dispute concerning any performance by the department under the contract, the contractor **shall** notify the department director in writing. The state procurement director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with a.c.a. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with a.c.a. § 19-11-246 (c) (1), the state procurement director or their designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the contractor. This decision **will** be final and conclusive.

Pending final determination of any dispute hereunder, the contractor **shall** proceed diligently with the performance of the contract and in accordance with the division director's instructions.

1.25 CANCELLATION

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

1.26 ORDER OF PRECEDENCE:

Any resulting contract shall consist of the following documents, which in case of conflict, shall have priority as listed below, and are hereby incorporated as if fully set forth:

- A. Any written amendments to the contract agreed to by State and vendor
 - B. The initial contract
 - C. The solicitation document
 - D. Awarded vendor's technical and cost proposal
 - E. Special instructions
 - F. Special conditions
-

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 OCSE IT ENVIRONMENT

The Arkansas Office of Child Support Enforcement (OCSE) completed a successful technical migration of its federally mandated automated data system in May of 2003. The successful migration moved Arkansas OCSE from a DB2 mainframe environment to a client server environment featuring a browser based intranet. The system serves the IV-D child support program in 27 offices statewide.

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 Department of Finance and Administration (DFA) Ledbetter building in Little Rock, Arkansas.

The OCSE Information Systems (IS) mission is to support the Arkansas OCSE IV-D 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. Arkansas OCSE is a pioneer program in implementing technological innovation to child support processing.

The OCSE information technology environment in which the services in the resulting contract are needed for maintenance and operations can be broken down into four (4) major technical components:

- Server Side
- Network Infrastructure
- Client-side Maintenance and Development
- Applications Maintenance and Development

A. SERVER SIDE-OCSE INFORMATION SYSTEMS

Below outlines the general server side infrastructure for OCSE:

Hardware

1. HP Storage Area Network (SAN)
2. HP/Dell Servers (mixed 32 & 64 bit architecture)
3. Dell LTO Tape Library Windows 2003 Server
4. SQL Server 2008 R2
5. Microsoft Exchange 2010
6. Microsoft IIS Proxy Server 2004
7. Microsoft SNA Server

Software

1. McAfee
 2. Globalscape FTP
 3. Barracuda Spam Firewall
 4. Webroot SpyWare
 5. GFI Event Logger
 6. Microsoft Visual Studio 2012
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7. Track-It! v. 10.0
8. SQL LiteSpeed

B. NETWORK-OCSE INFORMATION SYSTEMS

Below outlines the general network infrastructure for OCSE.

Hardware

1. Cisco Systems Routers
2. Cisco Systems Firewall,
3. Cisco Systems Load Balancers
4. Cisco Systems Intrusion Detection (IDS)

Software

1. Cisco Systems Switches Cisco Systems - Cisco Works

C. CLIENT SIDE-OCSE INFORMATION SYSTEMS

OCSE uses a standard PC platform operating in Windows 7 Enterprise, Internet Explorer 10, and Microsoft Office 2013 along with various desktop software including McAfee virus software. OCSE uses Lexmark network and desktop printers. OCSE PC's are managed by OCSE Information Systems with strict adherence to policies.

D. OCSE STRUCTURE FOR CURRENT OCSE APPLICATIONS

The current structure of OCSE Information Systems is based on pooling of resources based on specific tasks related to the various functions within OCSE Operations for the maintenance and operation of OCSE software applications. OCSE uses an in-house Child Support financial and case management system called Arkansas Child Support Information Systems (ARCSIS). Along with the ARCSIS system the OCSE State Disbursement Unit has an in-house application developed for the imaging and processing of all child support funds paid to OCSE. The Structure is based on the following categories:

1. General Maintenance of ARCSIS – Assigned resources are responsible for general maintenance corrections to applications within OCSE IT applications.
 2. Minor System Enhancements – Assigned resources are responsible for minor corrective, adaptive or perfective enhancements to the OCSE IT applications.
 3. Database Administration (DBA) - The DBA team is responsible for maintenance and operations of all OCSE databases.
 4. Network - The Network Team is responsible for maintaining the OCSE intranet network, including all server hardware, network connectivity, and e-mail exchange server.
 5. Helpdesk - The Helpdesk provides support to approximately 800 OCSE employees regarding all IT related issues with system applications, hardware, and software issues.
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2.2 PROJECT ADMINISTRATION

- A. The direction of the bidders' administrative and management resources will be provided by OCSE Information Systems Management. The administration and management of the resources provided by the successful bidder **will** be the responsibility of the successful bidder, at the successful bidders' expense.
- B. The time-keeping process **will** be performed by the successful bidder and submitted to The OCSE IT Coordinator monthly
 - 1. Reports **shall** be in an electronic format either as .pdf, microsoft excel or Microsoft Word including timesheets (.pdf or tiff format.) for each resource.
 - 2. The Summary **will** include each resource name, team section, rate, number of hours worked by project/task, and total.
 - 3. Errors and omissions will be handled as a separate invoice to be submitted in the next monthly invoice submission.
 - 4. Timesheets **must** be approved by OCSE personnel prior to payment of invoice.
- C. All assignments **must** be active and exclusive to Arkansas OCSE. All personnel **will** work at OCSE Information Systems site, located at 105 West Capitol Avenue, Little Rock, Arkansas. OCSE will provide necessary equipment for work.

2.3 GENERAL REQUIREMENTS

The State of Arkansas is initiating this project as result of an internal analysis of the current system architecture. The recommendations from that analysis and associated proof of concept activity are listed below. These recommendations **will** be implemented within this initiative and will become the ARCSIS system standards. Vendors **must** adhere to the following requirements:

- A. **Responsive Web Design (RWD):** RWD is a design methodology used to improve the user browsing experience. The approach is to provide an optimal viewing experience including easy reading and navigation with a minimum of resizing, panning, and scrolling.
 - B. **Browser Independence:** Utilizing HTML5 improves screen rendering and reduces specific browser dependency. This will reduce future maintenance efforts when new browser versions are released. The system will be developed utilizing the HTML5 standard but will only be specifically tested on Internet Explorer 10 and above since that is the only browser being deployed within the OCSE network.
 - C. **JavaScript Libraries:** Utilizing jQuery will reduce front-end JavaScript coding.
 - D. **MVC Framework:** Supports a more loosely coupled architecture. It enables reusable and extendable code. This will help to separate view logic from business logic.
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- E. Code Refactoring:** Business logic can be built as reusable components. These components are called throughout the application, resulting in fewer lines of code and reducing future maintenance efforts. This allows development staff the ability to better streamline and standardize coding, aiding in the establishment of a business logic layer in a separate component to better facilitate dependency management.
- F. Elimination of Third Party Controls:** We will minimize Arkansas reliance on third party controls and will modify the existing code to utilize some of the new HTML5 features as we convert each screen.

2.4 **IMPLEMENTATION**

The initial phase of the project **will** be to implement the existing common code into the new standard to support a phased conversion of the ARCSIS application. Once the common code conversion has been completed Arkansas will begin the global conversion in a phased manner as described below. After the initial Common Code migration the proposed migration schedule **will** be monthly. The list below is a proposed breakdown of the development/implementation order.

A. Common Code (Development complete)

1. Developed under existing Maintenance and Operations
2. Common Code changes tested and completed.
3. Needs migration for foundation of remaining changes

B. Systems and Support Subsystem

1. Security and User Maintenance
2. System Reference
3. Forms
4. Program Review

C. Case Management

1. CSENet and Interstate
2. Docketing
3. Enforcement
4. Establishment
5. Initiation
6. Locate
7. Member Processing

D. Financials

1. Collections
2. Disbursement
3. Distribution/Aging and Billing
4. Order and Obligation

In addition to making the proposed code changes, vendor **must** modify all existing functional documents incorporating the new ARCSIS standards. Vendor **must** review all existing FTP documents for completeness and **must** converted them into the new TFS test case standard that has been implemented in ARCSIS.

2.5 **DEVELOPMENT TEAM**

The development team **will** be responsible for the all following, the Software Development Life Cycle (SDLC) model. Included in the RFP is attachment A, a project plan listing tentative start and end dates, based on the required resourcing below. OCSE Information Systems has estimated 15 personnel resources needed for this project. A preliminary project plan has been developed with proposed project timelines included. The vendor **must** provide the following:

A. Coordinator (Team Lead, 1 Resource)

The team **will** be under the leadership of a Team Lead, who **will** be responsible for the management of the resources of the Team. The Team Lead **will** coordinate with OCSE Information Systems Management Staff regarding project management and resource allocation.

1. **Functional Requirements - Must** have five (5) plus years' experience in Child Support functional areas. **Must** be capable of communicating with functional and technical groups. Vendor **must** coordinate with OCSE Information Systems Staff and OCSE Users and User Groups regarding the operation and maintenance of OCSE Information Systems as well as OCSE Program.
2. **Technical Requirements - Must** have five (5) plus years of experience in ASP.NET and C#, JQuery, Ajax and MVC 4.0 framework, SQL Server 2008 R2. Vendor **must** have experience in SSIS and SSRS; and good working knowledge of HTML5, Microsoft Visual Studio 2012, and Team Foundation Server. Vendor **must** be familiar with all products listed in section 2.1.

B. Systems Analyst (2 Resources)

1. **Functional Requirements - Must** have five (5) plus years' experience in Child Support application design and development, maintenance and implementation. Vendor **must** be experienced in implementation of PRWORA certified child support system. Vendor **must** have knowledge of all business processes within child support.
2. **Technical Requirements - Must** have five (5) plus years of experience in Classic ASP; ASP.Net 2.0 with C#, JQuery, Ajax and MVC 4.0 framework, SQL Server 2008 R2. Vendor **must** have experience in SSIS and SSRS; and good working knowledge of HTML5, Microsoft Visual Studio 2012, and Team Foundation Server; JavaScript; XML/XSLT; Style Sheet; VB Script; ADO.Net; Web Services; SQL Query analyzer; Vendor **must** be familiar with all products listed in section 2.1.

C. Business Analyst (4 Resources)

1. **Functional Requirements - Must** have two (2) plus years' experience in Child Support application design and development, maintenance and implementation. Vendor **must** have knowledge of all areas of child support business processes. Expertise should include functional design, documentation, testing and training.
2. **Technical Requirements -** Vendor **must** have working knowledge of Microsoft Team Foundation Server, SQL Query Analyzer, ASP.NET, Microsoft Office 2013,

Net development framework. Vendor **must** be familiar with all products listed in section 2.1.

D. Developer (8 Resources)

1. **Functional Requirements - Must** have 2 plus years' experience in Child Support application design and development, maintenance and implementation. Vendor **must** be experienced in implementation of PRWORA rules in distribution. Vendor **must** have knowledge of all business processes within child support.
2. **Technical Requirements - Must** have 5 plus years of experience in Classic ASP; ASP.Net 2.0 with C#, JQuery, Ajax and MVC 4.0 framework, SQL Server 2008 R2. Experience in SSIS and SSRS; and good working knowledge of HTML5, Microsoft Visual Studio 2012, and Team Foundation Server; JavaScript; XML/XSLT; Style Sheet; VB Script; ADO.Net; Web Services; SQL Query analyzer. Vendor **must** be familiar with all products listed in section 2.1.

2.6 ADDITIONAL CONTRACT TERMS

OCSE receives tax information from the Internal Revenue Service (IRS) Therefore; OCSE **must** abide by IRS Publication 1075 - Tax Information Security Guidelines For Federal, State and Local Agencies Safeguards for Protecting Federal Tax Returns and Return Information. This document is available online at <http://www.irs.gov/pub/irs-pdf/p1075.pdf>

Also, contractors with OCSE **shall** abide specifically by Attachment B in the RFP which addresses Pub 1075, Exhibit 7 – Safeguarding Contract Language. This contract language outlines the Performance expectations, possible civil and criminal sanctions, and right to inspection by the IRS and OCSE.

The winning bidder **must** comply with the above terms in section 2.6 as outlined in Attachment B.

SECTION 3 - EVALUATION INFORMATION

3.1 CORPORATE BACKGROUND, REFERENCES, QUALIFICATIONS

A. Corporate Background

At minimum, proposals should include details of the background of the respondent regarding:

1. Date established;
2. Ownership (whether public, partnership, subsidiary, or specified other);
3. Total number of employees; and
4. Number of full time equivalent (FTE) employees engaged in similar contracts.

B. Letters of Recommendation

For both respondent and subcontractor, include letters of recommendation from the last three (3) contracts awarded to the contractor/subcontractor that contain a similar scope of work as defined in this RFP.

Letters of recommendation for both respondent and subcontractor should meet the following criteria:

1. Be on official letterhead of the party submitting recommendation.
 2. Be from entities with recent (within the last three (3) years) contract experience with the respondent. If the respondent or subcontractor has no recent contract experience, this should be noted and letters should be from organizations regarding work closely related to the scope of work as defined in this RFP.
 3. Be from individuals who can directly attest to the respondent's qualification relevant to this RFP.
 4. Be limited to organizational recommendations, not personal recommendations.
 5. Be dated no more than six (6) months prior to the proposal submission date.
 6. At minimum, contain the current contact information for reference, including:
 - Name
 - Phone number
 - Email address
 - Mailing address
 7. Letters **should not** be from current DFA or DFA-OCSE employees.
 8. Letters **should not** be from an employee of respondent or their affiliates.
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C. Qualifications

1. Provide an organizational chart displaying the overall business structure;
2. Provide evidence of the qualifications and credentials in terms of proven successful experience through similar projects of like size and scope;
3. Provide the number and a description of recent similar projects successfully completed; and
4. Provide a statement specifying the extent of responsibility and experience on each described project.

For each referenced project or contract, the respondent should provide a description of work performed, the time period of the project or contract, the staff-months required and the contract amount.

3.2 EXPERIENCE AND CAPABILITIES

- A. Provide documentation outlining development methodology for implementation of the outlined changes described in section 2.3. Including:
 1. Responsive Web Design (RWD)
 2. Browser Independence
 3. JavaScript Libraries
 4. MVC Framework
 5. Code Refactoring
 6. Elimination of Third Party Controls
- B. Provide method of education in the existing IT infrastructure and the knowledge transfer from existing system resources.
- C. Prior experience in Arkansas OCSE projects allows for faster transition time to get resources up to speed on current technology and the approach outlined in 2.3.2. Include any information regarding vendors' previous experiences with Arkansas OCSE systems, or vendor's resource pools experience(s).

3.3 STAFFING

Submit resumes identifying potential resource personnel meeting the qualifications referenced in section 2.5 for each position listed below:

- A. Coordinator (Team Lead, 1 resource)
 - B. Systems Analyst (2 Resources)
 - C. Business Analyst (4 Resources)
 - D. Developer (8 Resources)
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SECTION 4 -CRITERIA FOR SELECTION

The vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals for mandatory requirements, technical responses **will** be evaluated by a DFA/OCSE appointed Committee to issue a technical score.

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the a DFA/OCSE Evaluation Committee during the assignment of rating points.

Other agencies and consultants of a DFA/OCSE may also examine documents.

4.1 TECHNICAL EVALUATION

The responses which meet the mandatory requirements **will** be scored for technical content using the criteria and scoring specified in the following table. The maximum points possible for each criterion are indicated in the column entitled "POSSIBLE POINTS".

Technical Criteria	Possible points
3.1 Corporate Background, References and Qualifications	100
3.2 Experience and Capabilities	400
3.3 Staffing	250
Cost	250
TOTAL POSSIBLE POINTS	1000

4.2 COST EVALUATION

The maximum amount of cost points will be awarded to the vendor with the lowest total cost. The amount of cost points awarded to the remaining vendors **will** be allocated by using the following formula:

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

- A = Lowest Total Cost
 - B = Second (third, fourth, etc.) Lowest Total Cost
 - C = Maximum points for Lowest Total Cost (240)
 - D = Number cost points scored for that particular proposal
-

4.3 GRAND TOTAL SCORE

After the Technical Proposal and Cost Proposal scoring has been completed, the two scores (750 possible and 250 possible) will be added together (1000 total possible) to determine the Grand Total Score for each vendor.

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

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
 2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
 3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
 5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
 6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
 7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under
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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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
 10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
 11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
 12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. 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 bidder.
 13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
 14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
 15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
 16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
 17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
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- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
 - 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
 - 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
 - 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
 - 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
 - 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
 - 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
 - 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
 - 26. CONTINGENT FEE:** The bidder 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 bidder for the purpose of securing business.
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- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.
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