



**STATE OF ARKANSAS**  
**DEPARTMENT OF INFORMATION SYSTEMS**  
P. O. Box 3155  
One Capitol Mall Room 3B-201  
Little Rock, Arkansas 72203-3155

**REQUEST FOR QUALIFICATION**  
**SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	DIS-16-4701	Solicitation Issued:	12/29/2015
Description:	Cybersecurity Risk Analysis and Assessment Request for Qualifications		
Agency:	Arkansas Department of Information Systems		

SUBMISSION DEADLINE FOR RESPONSE			
Submission Date:	January 15, 2016	Submission Deadline Time:	4:00 p.m., Central Time
Responses <b>shall not</b> be accepted after the designated opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the opening date and time. Responses received after the designated opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Information Systems #1 Capitol Mall, Level 3, Room 3B-201 Little Rock, AR 72201  Delivery providers, USPS, UPS, and FedEx deliver mail to DIS's street address on a schedule determined by each individual provider. These providers will deliver to DIS based solely on the street address.
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for solicitation identification purposes. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of solicitation opening</li><li>• Vendor's name and return address</li></ul>

DEPARTMENT OF INFORMATION SYSTEMS CONTACT INFORMATION			
DIS Buyer:	Mike Hill	Buyer's Direct Phone Number:	501-683-3290
Email Address:	<a href="mailto:Mike.A.hill@arkansas.gov">Mike.A.hill@arkansas.gov</a>	DIS's Main Number:	501-682-9990
DIS Website:	<a href="http://www.dis.arkansas.gov">http://www.dis.arkansas.gov</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **1.1 PURPOSE**

This solicitation is issued by the Arkansas Department of Information Systems (DIS) for the provision of a comprehensive information technology (IT) cybersecurity risk and vulnerability analysis and assessment to include investigation and evaluation, remediation and post assessment guidance and underwriting components. Ultimately, a national-level best practices framework for external and internal network risk assessment will be required to provide for mitigation that offers greater data breach risk reduction capabilities to thwart cyberattacks, and allows for insuring IT cybersecurity risk.

Award will be to a single vendor.

### **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 March 1 of 2016.

### **1.3 ISSUING AGENCY**

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

### **1.4 SOLICITATION OPENING LOCATION**

Responses submitted by the opening time and date **shall** be received at the following location:

Arkansas Department of Information Systems  
#1 Capitol Mall, Level 3, Room 3B-201  
Little Rock, AR 72201

### **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 *Solicitation*, whether submitted in the vendor’s response or in subsequent correspondence, **shall** cause the vendor’s response 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 reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

### **1.6 DEFINITION OF TERMS**

- A. The DIS Buyer has made every effort to use industry-accepted terminology in this *Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of RFQ Solicitation*.
- B. The words “solicitor” and “vendor” are used synonymously in this document.
- C. The terms “Request for Qualifications”, “RFQ” and “Solicitation” are used synonymously in this document.

## 1.7 **RESPONSE DOCUMENTS**

### A. Original Response Packet

1. The original *Response Packet* **must** be submitted on or before the submission opening date and time.
2. The *Response Packet* should be clearly marked "Original" and **must** include the following:
  - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
  - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
  - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
  - d. Response to the *Information for Evaluation* section included in the *Response Packet*.
  - e. Other documents and/or information as may be expressly required in this *Solicitation*.
3. The following items should be submitted in the original *Response 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*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing is not requested for this solicitation and **must not** be submitted with the solicitor's response. (See *Pricing*.)

### C. Additional Copies and Redacted Copy of the Response Packet

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
  - a. Six (6) complete hard copies (marked "COPY") of the *Response Packet*.
  - b. Four (4) electronic copies of the *Response Packet*, preferably on flash drives. CDs will also be acceptable.
  - c. 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.
  - d. If DIS requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy (marked "REDACTED") the original *Response 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 Response.

B. The original *Response Packet* and all copies should be arranged in the following order.

- *Response 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*.
- Other documents and/or information as may be expressly required in this *Solicitation*. Label documents and/or information so as to reference the *Solicitation's* item number.
- Response to the *Information for Evaluation* section of the *Response Packet*.

#### 1.9 **CLARIFICATION OF SOLICITATION**

- A. Vendors may submit written questions requesting clarification of information contained in this *Solicitation*. Submit written questions by email to the DIS buyer as shown on page one (1) of this *Solicitation*. Vendor's questions will be answered as a courtesy and at vendor's own risk.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
  2. Vendors' written questions *may* be consolidated and responded to by DIS and posted as an addendum.
- B. Vendors may contact the DIS Buyer with procurement-related questions at any time prior to the solicitation opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

#### 1.10 **RESPONSE SIGNATURE PAGE**

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

#### 1.11 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Response 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 *Response 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 *Solicitation* or in the *Information for Evaluation* section provided in the *Response Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

#### 1.13 **PRICING**

Pricing will be negotiated with the apparent successful vendor after the evaluation of responses. Vendor **must not** include any pricing in their response. Should the hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.

#### 1.14 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response 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 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *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 *Response 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 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, **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.

#### 1.16 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Solicitation* **must** be addressed through DIS.
- B. Vendor **must not** alter any language in any solicitation document provided by DIS.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. 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.
- F. Vendor **must** provide clarification of any information in their response documents as requested by DIS.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Solicitation*.
- H. Vendors may submit multiple responses.

#### 1.17 **REQUIREMENT OF ADDENDUM**

- A. This *Solicitation* **shall** be modified only by an addendum written and authorized by DIS and will be posted on the DIS web site no later than 72 hours prior to solicitation submission deadline.
- B. An addendum posted within three (3) calendar days prior to the solicitation opening **shall** extend the solicitation opening and may or may not include changes to the Solicitation.
- C. The vendor **shall** be responsible for monitoring the DIS Newsroom for any and all addenda up to solicitation opening.

#### 1.18 **QUALIFICATION AND AWARD PROCESS**

##### A. Successful Vendor Selection

The ranking of vendors **shall** be determined by the total score each *Response* receives in evaluation. The vendor receiving the highest ranking score for their *Response* **shall** be selected as the apparent successful vendor and **shall** enter negotiations with the agency.

##### B. Negotiations

1. DIS in collaboration with the Arkansas Insurance Department (AID) will enter pricing negotiations with the highest ranking vendor.
2. DIS maintains the right to enter discussions with the highest ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of DIS. DIS **shall** solely determine the items to be negotiated.
3. If DIS and vendor cannot reach an agreement regarding contractual matters, including pricing, 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 as DIS decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the vendor will be notified.
2. The anticipated award will be posted. for a period of fourteen (14) days prior to the issuance of a contract. Vendors 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 and Legislative Review is complete.
3. DIS **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 DIS website for the posting of an anticipated award.

D. Issuance of a Contract

1. Any resultant contract of this *Solicitation* **shall** be subject to State approval processes which will include Legislative review and approval.
2. A DIS Official will be responsible for award and administration of any resulting contract(s).

**1.19 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  | • Pacific Islander American      |
| • American Indian   | • A Service Disabled Veterans as |
| • Asian American    | designated by the United States  |
| • Hispanic American | 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 *Response Signature Page*.

**1.20 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](mailto: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.

**1.21 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.

**1.22 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". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

**1.23 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.

#### 1.24 **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.

#### 1.25 **VISA ACCEPTANCE**

- A. Awarded vendor 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.

#### 1.26 **PUBLICITY**

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

#### 1.27 **RESERVATION**

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

#### 1.28 **TIMETABLE**

The following schedule of events is provided for preliminary planning and to convey the understanding of the time critical events and milestones for the development of this project only. This schedule of events is subject to change without notice and it is the responsibility of the consultant to contact DIS and to check the DIS website (<http://www.dis.arkansas.gov/>) "Newsroom" section for changes to this timeline. This schedule will be reviewed and revised for each step of the process up to and including the negotiation of the contract, legislative approval, purchase order issued, and the study period.

<u>Date</u>	<u>Procurement Event or Project Activity</u>
12/29/2015 – 1/15/2016	DIS advertises the RFQ
1/15/2016 by 4:00 PM CDT	Deadline for submittal of qualifications to DIS
1/18/2016 – 01/29/2016	Preliminary Selection Screening Committee will review and evaluate all responses
02/01/2016	DIS notifies all responding applicants of the preliminary selection results naming the three finalists. DIS reserves the right to go direct to negotiations or request oral presentations if it is in the best interest of the state.
02/01/2016	Negotiation begins with top ranked finalists. All finalists should be prepared for negotiations should negotiations with top ranked firm be unsuccessful.



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02/15/2016	Execute Contract.
02/16/2016	Deadline for submitting contract to OSP for processing via PCS Portal
03/15/2016	Contract review by Legislative Council Review Committee ( <i>Pending confirmation of date</i> )
03/15/2016	Contract review by subcommittee. ( <i>Pending confirmation of date</i> )
03/18/2016	Contract reviewed by Arkansas Legislative Council ( <i>Pending confirmation of date</i> )
03/21/2016	Contract approved by DF&A ( <i>Pending confirmation of date</i> )
04/04/2016	Assessment Starts
06/30/2016	Progress/Status Report to Governor's Office.
12/31/2016	Estimated Completion Date

## **SECTION 2 – PROPOSED SCOPE**

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

### **2.1 INTRODUCTION**

- A. The 90th General Assembly found and determined that cyber incidents, including data breaches, business interruption, and network damage, present an immediate and ongoing threat to the efficient operation of state government; that obtaining cybersecurity insurance and contributing to a more robust cybersecurity insurance market will facilitate the adoption of appropriate preventative measures and best practices to guard against threats; and that it is immediately necessary to protect the State and its computer networks from cyberattacks that may interrupt the provision of State services or damage computer networks at great cost.
- B. DIS operates within the State of Arkansas to provide IT services to state agencies and other approved governmental entities. DIS operates on a cost recovery basis, guided by Arkansas laws and the federal cost principles (Office of Management and Budget Circular A-87).
- C. DIS oversees the State Cybersecurity Office (SCSO) that establishes IT security standards and policies for Arkansas State government and serves as the focal point for cybersecurity issues. Its public-sector security officers are responsible for protecting a network of people and information that extends beyond their control. State government work forces rely on multiple network-connected devices many of which are easily portable and extremely robust. State entities share data with a multi-faceted web of public and private-sector partners, which is necessary but also risky.
- D. This Request for Qualifications (RFQ) establishes the terms, conditions and requirements by which DIS is seeking a comprehensive IT cybersecurity risk and vulnerability analysis and assessment with a multi-tiered approach for determining and prioritizing IT risk by public entity of the following:
  1. External or perimeter IT security systems; and
  2. Internal IT systems within the State of Arkansas public facing web applications and networks.

### **2.2 REQUIREMENTS**

- A. Vendor shall provide all proposed project management.
- B. Vendor shall perform at a minimum a full all hazards risk and vulnerability National Institute of Standards and Technology (NIST) IT Laboratories Special Publications (SP) 800-30 and 53 based requirements assessment.
- C. Vendor shall perform technical testing of security controls, web application vulnerabilities, penetration and other testing on specific systems, applications or other data sources.
- D. Gap analysis shall be performed using the NIST cybersecurity standards.
- E. Vendor shall request and review state security policies, procedures and other pertinent information.
- F. The State network shall include all public networks including public addresses and web applications.
- G. Meetings will be held with DIS SCSO staff and other public employees on an as needed basis.
- H. Public entities shall not be required to provide work space for vendors.
- I. Vendor shall produce and perform a baseline security assessment survey for all state public entities on the State network.
- J. Based on survey responses, vendor shall:
  1. Categorize public entities according to scope of risk; and
  2. Determine and proceed with comprehensive assessment of public entities.

- K. Vendor shall develop and provide an Executive Summary to DIS and ADI outlining analysis of and assessment results and recommendations for wireless security testing, mobile accessible applications, social engineering, media footprint, cloud architecture & strategies, risk of insiders such as payroll personnel, and other considerable findings.
- L. Vendor shall develop and provide a detailed report to DIS and ADI as a result of analysis and assessment as follows:
  - 1. Delivering the overall condition and capacity of the State to protect IT investments and assets;
  - 2. Identifying and categorizing state entities according to existing IT security controls, network vulnerability gaps and other factors by risk category;
  - 3. Identifying and categorizing state entities according to existing defense and incident response policies, procedures, disaster recovery plans, etc., by risk category;
  - 4. Listing findings and recommendations for IT threat mitigation;
  - 5. Applying risk assessment findings to create a Plan of Actions and Milestones (POAM);
  - 6. Providing remediation guidance recommendations;
  - 7. Delivering post-assessment guidance and underwriting principles and procedures, based on best practices and technology and insurance industry standards; and
  - 8. Other information to facilitate completing insurance quotes.

### 2.3 **SECURITY REQUIREMENTS**

- A. Vendor and vendor contractor(s) **must understand** that the customer may have *standard government* security policy and access requirements that the vendor and vendor contractor services, processes, or employees **must** abide by. Vendor and vendor contractor and designees **must not** create conflicts with standard security policy requirements. Vendors probably adhere to these requirements today for other programs.
- B. Vendor and vendor contractor (s) **must** have measures in place to prevent security breaches and the processes and procedures to react to a security breach that occurs via their access to the customer network infrastructure.

### 2.4 **ONGOING PERFORMANCE REQUIREMENTS:**

In compliance with Act 557, DIS and the selected vendor will jointly develop deliverables and performance measures during contract negotiations.

## **SECTION 3 – CRITERIA FOR SELECTION**

- **Do not provide responses to items in this section, use Vendor Response Packet to respond.**

### 3.1 **TECHNICAL PROPOSAL SCORE**

- A. DIS and AID will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. A DIS and AID appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Response Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of DIS.
- 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. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
  - 2. DIS has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Blind Weighted Percentage	* Maximum Score Possible
<b><u>Subsection 1</u></b>			
<b>Management Plan: Vendor's proposed approach and methodology to meet required services</b>	30		
1. Describe your management approach for an assessment for a state or local government. At a minimum include the following: a. Demonstrate an ability to acquire and disseminate the types of information required in this assessment in an expedient and efficient manner. b. Provide a description of the format(s) that will be used to gather, document, distribute and follow up on assessment requirements and milestones. c. Provide a description of the quality control methods used by your firm to document and track the assessment requirements.	5		
2. Provide copies of your Privacy, Security, and Breach Notification Policies and Procedures. This information may be provided in electronic format.	5		
3. Provide a detailed explanation of insurance, bonding, and other financial safeguards offered in the performance of this contract.	5		
4. Discuss the accuracy of your team's estimates on all projects of similar size and scope over the past two (2) years. Provide a discussion of the factors affecting estimates plus or minus (+/-) ten percent (10%) of the original budget at the start of the project.	5		
5. Please describe how you would analyze data at rest or in transit	5		
6. Discuss the performance of your company in meeting milestones and deliverables on all assessments of similar size and scope over the past two (2) years. Provide a discussion of the factors affecting milestones and deliverables that were missed or for which a Project Change Request was applied.	5		
<b><u>Subsection 2</u></b>			
<b>Staffing and Qualifications: Demonstrated technical capability in cybersecurity risk assessments or similar engagements</b>	40		
1. How many staff will be assigned to handle this project? How many will be subcontractors?	5		

2. Provide job titles and descriptions of each job position directly assigned to this project and the estimated percent of their time that will be dedicated to this project.	5		
3. Provide a resume per key personnel on the team. Key personnel should hold appropriate certifications by role to include: <ul style="list-style-type: none"> <li>a. General qualifications</li> <li>b. Education</li> <li>c. Licenses</li> <li>d. Certifications</li> <li>e. How long the person has been with the current firm and where the individual has worked (if other than the current firm) in the last five (5) years and in what capacity.</li> </ul>	5		
4. Describe your team's current projects workload and, if awarded the contract for this assessment, discuss how you will structure team activities, workload, dedicated hours per team member.	5		
5. Discuss major obstacles that your firm foresees in accomplishing this assessment in the timeframe indicated and what your firm can do to address these obstacles in order to keep the project on track.	5		
6. Provide a description of your experience in coordinating the development, implementation and management of a government cybersecurity risk assessment project(s) comparable in size and scope as defined within this RFQ within the last thirty-six (36), twenty-four (24) and twelve (12) month periods.	5		
7. List and describe tools or software developed in house, via other vendor(s), or from clients used by your firm to perform similar assessments.	5		
8. Describe similar engagements performed for and paid by an insurance entity; and, list insurance companies to which you have provided paid services.	5		
<b><u>Subsection 3</u></b> <b><u>Company Background: References - qualifications, experience, expertise and reliability</u></b>	30		
1. Provide three (3) references with specific contacts, contact information and a brief synopsis of the engagement and how it is similar to this project.	5		

2. Provide two (2) references with a brief synopsis from the insurance industry.	5		
3. Provide the following information: Address of headquarters and if different the sales support office address; organizational chart; number of years performing cybersecurity risk assessments; company structure and ownership; professional and/or industry associations memberships, audited financial statements for the past three (3) years or if unable to submit audited financial statements, submit other financial documentation that reflects the financial condition of the vendor. Financial statements should be submitted in electronic format.	5		
4. Provide information regarding relevant company awards or recognitions by security and insurance professional/industry associations; and a statement of differentiation that distinguishes both your company and services compared to your competitors.	5		
5. List each level of management's years of relevant experience performing cybersecurity risk assessments and provide the overall average.	5		
6. Provide a sample detailed assessment plan and at a minimum include the following information: Suggested list of Arkansas public entities to be assessed and the method for prioritization; data requirements; suggested methods for data gathering; timeliness for implementation; and other applicable and relevant information.	5		
<b>Totals</b>	<b>100</b>	<b>100.0%</b>	<b>100</b>

\*Sub-Section's maximum raw points = the weighted value for that sub-section

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

$$(A/B)=C$$

A = Actual Raw Points received for sub-section in evaluation

B = Maximum Raw Points possible for sub-section

C = Weighted Score received for sub-section

E. Vendor's weighted scores for Sub-Sections will be added to determine the Total Score for the Response.

F. Responses that **do not** receive a minimum raw score of 60 **shall not** move forward in the solicitation process.

### 3.2 **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 vendors understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

### **3.3 CURRENT DIS VENDOR DISCLOSURE**

Any vendor who has done business with DIS in CY 2015 who wishes to respond to this RFQ must disclose the total dollar value of spend here.

## **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 Information Systems  
Accounts Payable  
P.O. Box 3155  
Little Rock, AR 72203

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services 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 *Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *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 DIS 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 de-installation.
  - 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 DIS.



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 a resulting 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 **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 \$1,000,000, 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.

#### 4.5 **RECORD RETENTION**

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

#### 4.6 **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 *Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.

- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Solicitation* may contain additional confidentiality Requirements.

#### **4.7 CONTRACT INTERPRETATION**

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

#### **4.8 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.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

#### **4.9 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 solicitation 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 solicitation or any and all solicitations, to waive minor technicalities, and to award the solicitation to best serve the interest of the State.
3. **SOLICITATION SUBMISSION:** Original Response Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for solicitation opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Solicitation*. The solicitation **must** be typed or printed in ink. The signature **must** be in ink. Unsigned solicitation **shall** be disqualified. The person signing the solicitation should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late solicitation **shall not** be considered under any circumstances.
4. **PRICES:** v 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 *Solicitation*. Unless otherwise specified, the solicitation **must** be firm for acceptance for thirty days from the v opening date. "Discount from list" solicitations are not acceptable unless requested in the *Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** solicit 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 *Solicitation*, any catalog brand name or manufacturer reference used in the *Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Solicitations on brands of like nature and quality will be considered. If soliciting on other than referenced specifications, the solicitation **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 *Solicitation*. Vendors not b soliciting 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 solicited **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 *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, solicitation 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 solicitation 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 responses cannot be altered or amended after the solicitation opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the solicitation price. Trade discounts should be deducted from the unit price and the net price should be shown in the solicitation.
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 solicitation and purchase order numbers, where itemized in the *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 *Response 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.