



STATE OF ARKANSAS
DEPARTMENT OF INFORMATION SYSTEMS
 One Capitol Mall, Room 3B-201
 Little Rock, Arkansas 72201

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	DIS-17-4701	Solicitation Issued:	March 3, 2017
Description:	Information Technology Infrastructure Assessment and Analysis Services		
Agency:	Arkansas Department of Information Systems		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	March 29, 2017	Delivery Deadline Time:	4:30 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Department of Information Systems (DIS) Receptionist Attn: Procurement Services One Capitol Mall, 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.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. Pricing and Proposal must be separately sealed. <ul style="list-style-type: none"> • Bid number: DIS-17-4701 • Date and time of Deadline • Vendor's name and return address

DEPARTMENT OF INFORMATION SYSTEMS CONTACT INFORMATION			
DIS Buyer:	Mary McCoy	Buyer's Direct Phone Number:	501-683-4004
Email Address:	Mary.mccoy@arkansas.gov	DIS's Main Number:	501-682-9990
DIS Website:	http://www.arkansas.gov/dis/newsroom/index.php?do:newsList=1&category_id=4		

Section 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 **PURPOSE**

The Arkansas Department of Information Systems (DIS) is seeking an assessment of Information Technology (IT) Infrastructure across Executive Agencies with final analysis and recommendations pursuant to consolidation of IT Infrastructure.

This effort will result in the following:

- Cost analysis of the current state architecture
- Comparison and contrast of the current state architecture to consultant's provided data and benchmarks from other similar IT organizations
- Future state technical and organizational architectures
- Gap analyses between the current state and the future state
- Strategic IT future state planning to achieve this future state
- Development of competitive bid proposal requirements for engagement of a systems integrator to execute the work required to achieve the future state.

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 May 23, 2017. Upon mutual agreement by the vendor and agency, the contract may be renewed by DIS on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 **ISSUING AGENCY**

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

1.4 **PROPOSAL DELIVERY LOCATION**

Proposals must be received by the delivery deadline at the following location:

Department of Information Systems
Receptionists Attn: Procurement Services
One Capitol Mall 3B-201
Little Rock, AR 72201

Only the names of vendors who submitted proposals will be publically available at that time.

1.5 **DEFINITION OF REQUIREMENT**

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

1.6 **DEFINITION OF TERMS**

- A. DIS has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

- B. The words “consultant”, “bidder” and “vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

1.7 **RESPONSE DOCUMENTS**

A. Original Proposal Packet

1. The original *Proposal Packet* **must** be received on or before the specified date and time.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. *Proposal* response to the *Information for Evaluation* section included in the *Proposal Packet*.
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Illegal Immigrant Certification
4. **DO NOT** include any other documents or ancillary information, such as a cover letter, white papers, or promotional/marketing information.

B. Official Price Sheet. (See *Pricing*.)

1. Vendor’s original *Official Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Proposal Packet* and should be clearly marked as “Pricing”. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Proposal Packet*.

C. Additional Copies and Redacted Copy of the Proposal Packet

In addition to the original *Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Proposal Packet*
 - a. Five (5) complete hard copies (marked "COPY") of the *Proposal Packet*.
 - b. Five (5) electronic copies of the *Proposal 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 proposal, the copies **must** be delivered within twenty-four (24) hours of request.

2. One (1) redacted (marked "REDACTED") copy the original *Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Proposal response.
- B. The original *Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - *All Agreement and Compliance Pages*.
 - *No Proposed Subcontractors allowed*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*. (Posted with solicitation)
 - *Equal Opportunity Policy*.
 - Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
 - 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.
 - Proposal response to the *Information for Evaluation* section of the *Proposal Packet*.

1.9 **CLARIFICATION OF SOLICITATION**

- A. Any questions requesting clarification of information contained in this *Solicitation* **must** be submitted in writing via email by 4:00 p.m., Central Time on or before March 14, 2017 to the DIS buyer as shown on page one (1) of this *Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by DIS. DIS's consolidated written response is anticipated to be posted to the DIS website by the close of business on March 16, 2017.
- B. Vendors may contact the DIS buyer with non-substantive questions at any time prior to the bid opening.
- C. No oral statement by DIS is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DIS.

1.10 **PROPOSAL SIGNATURE PAGE**

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

1.11 **AGREEMENT AND COMPLIANCE PAGES**

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

1.12 **SUBCONTRACTORS**

Subcontractors are **not allowed** to perform work under the terms of this contract.

1.13 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve acceptable deliverables **shall** be borne by the vendor. The *Official Price Sheet* is provided as a separate excel file posted with this *Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the submission deadline.
- C. The *Official Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single vendor **must** be identified as the prime contractor. No subcontractors will be allowed in the performance of this contract.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its affiliates, or agents to the State for the performance thereof.

1.15 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 **PROPRIETARY INFORMATION**

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

1.17 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through DIS.
- B. Vendor **must not** alter any language in any solicitation document provided by DIS.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only in the English language.
- F. The DIS **shall** have the right to award or not award a contract, if it is in the best interest of DIS to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by DIS.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals but each **must** be submitted separately.

1.18 REQUIREMENT OF ADDENDUM

- A. This *Solicitation* **shall** be modified only by an addendum written and authorized by DIS and posted to the DIS Newsroom Web Site.
- B. An addendum posted within three (3) calendar days prior to the solicitation opening **shall** extend the bid opening and may or may not include changes to the Solicitation.
- C. The vendor **shall** be responsible for checking the DIS website, http://www.arkansas.gov/dis/newsroom/index.php?do:newsList=1&category_id=4 and all addenda up to bid opening.

1.19 AWARD PROCESS**A. Successful Vendor Selection**

The Grand Total Score for each vendor, which **shall** be a sum of the Proposal Score and Cost Score, **shall** be used to determine the ranking of proposals. DIS may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

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

C. Anticipation to Award

- 1. Once the anticipated successful vendor has been determined, the anticipated award will be posted on the DIS website at http://www.arkansas.gov/dis/newsroom/index.php?do:newsList=1&category_id=4

2. The anticipated award will be posted for a period of seven (7) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. DIS **shall** have the right to waive or shorten the policy of Anticipation to Award when it is in the best interest of DIS.
4. It is the vendor's responsibility to check the DIS website for the posting of an anticipated award.

D. Issuance of Contract

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

1.20 **MINORITY BUSINESS POLICY**

A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.21 **EQUAL OPPORTUNITY POLICY**

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

1.22 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. Vendors should fulfill this requirement before submitting a solicitation response and submit a screen shot of the certification with their response packet. <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
- B. DIS will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.23 **PAST PERFORMANCE**

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

1.24 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or

visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

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

1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

1.26 VISA ACCEPTANCE

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

1.27 PUBLICITY

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

1.28 RESERVATION

- DIS **shall not** pay costs incurred in the preparation of a proposal.

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

Arkansas Department of Information Systems (DIS) operates mutually supporting data centers on behalf of a portion of the State's Executive Branch agencies, and provides services to state agencies, public schools, and other governmental entities under a billed services model. Some agencies co-locate their infrastructure within the DIS data centers, while others receive managed infrastructure services provided by DIS. Many Executive Branch agencies still operate their own IT infrastructure environments within their own data center or other facilities.

A preliminary investigation by DIS into the nature of IT infrastructure work being performed by Executive Branch agencies supports the notion of finding and achieving IT efficiencies through IT infrastructure consolidation due to the similar nature of IT infrastructure work across agencies and underutilized infrastructure assets. Furthermore, the State could also benefit from improvements in information security, risk management, leveraged investments, and resource economies of scale through IT infrastructure consolidation.

A total of ninety-five (95) executive agencies, boards, and commissions have been selected by DIS to be within the potential scope of this analysis. Information provided by agencies as part of the State agency biennial IT planning process includes the below information outlining the number of servers in their hosted environments, both physical and virtual. These entities have been grouped into Groups A, B, and C for the purposes of cost proposal. Groups A, B, and C listing server counts for these various agencies boards and commissions are shown below. As this information is self-reported by agencies, it is an estimate.

Group A Total Server Counts

Entity	Total Servers	Physical Servers	Virtual Servers
Information Systems	563	193	370
Health Department	436	188	248
Human Services	427	402	25
Finance & Administration	290	105	185
Education	132	66	66
State Police	91	76	15
Correction	80	34	46
Emergency Management	50	50	0
Higher Education	34	9	25
Parks and Tourism	32	10	22
Environmental Quality	31	1	30
Workforce Services	25	25	0
Insurance	24	13	11
Crime Information Center	19	19	0
Medical Board	17	17	0
Career Education	14	14	0
Agriculture	13	13	0
Economic Development	12	12	0
Community Correction	10	10	0
Public Employees Retirement System	9	9	0
Crime Laboratory	9	9	0
Workers' Compensation	8	8	0

Teacher Retirement System	5	5	0
Labor	5	5	0
Student Loan Authority	2	2	0
Group A Totals	2338	1295	1043

Group B Total Server Counts

Entity	Total Servers	Physical Servers	Virtual Servers
Development Finance Authority	17	0	17
Disability Determination for Social Security Administration	13	13	0
Public Service Commission	12	12	0
Bank	10	9	1
Oil & Gas	8	8	0
Assessment Coordination	7	7	0
Securities	6	6	0
Law Enforcement Standards & Training	6	6	0
Natural Resources	3	2	1
Geological Survey	3	3	0
Nursing	2	2	0
Contractors Licensing	2	2	0
Ethics Commission	2	2	0
Minority Health	2	2	0
Claims Commission	2	2	0
Health Information Technology Office	1	1	0
Geographic Information Office	1	0	1
Tobacco Control	1	1	0
Public Accountancy	1	1	0
Fair Housing	1	1	0
Pharmacy	1	1	0
Spinal Cord Commission	1	1	0
Examiners in Counseling	1	1	0
Motor Vehicle Commission	1	1	0
Collection Agencies	1	1	0
Group B Totals	105	85	20

Group C Total Server Counts			
Entity	Total Servers	Physical Servers	Virtual Servers
Heritage	22	10	12
War Memorial Stadium	1	1	0
Liquefied Petroleum Gas	1	1	0
Barber Examiners	1	1	0
Tobacco Settlement	1	1	0
Architects, Landscape Architects, & Interior Designers	1	1	0
Military	0	0	0
Public Defender	0	0	0
Veterans Affairs	0	0	0
Real Estate	0	0	0
Sentencing Commission	0	0	0
Parole	0	0	0
Health Services Permit	0	0	0
Private Career Education	0	0	0
Licensure for Professional Engineers & Professional Surveyors	0	0	0
Psychology	0	0	0
Embalmers & Funeral Directors	0	0	0
Election Commissioners	0	0	0
Aeronautics	0	0	0
Manufactured Home	0	0	0
Dental Examiners	0	0	0
Martin Luther King, Jr. Commission	0	0	0
Massage Therapy	0	0	0
Optometry	0	0	0
Towing and Recovery	0	0	0
Auctioneers Licensing	0	0	0
Social Work Licensing	0	0	0
Bail Bondsman Licensing	0	0	0
Appraiser Licensing and Certification	0	0	0
Speech-Language Pathology and Audiology	0	0	0
Physical Therapy	0	0	0
Cemetery	0	0	0
Capitol Zoning District	0	0	0
Waterways	0	0	0
Veterinary Medical Examining	0	0	0
Fire Protection Licensing	0	0	0
Burial Association	0	0	0
Acupuncture and Related Techniques	0	0	0
Child Abuse and Neglect Prevention	0	0	0

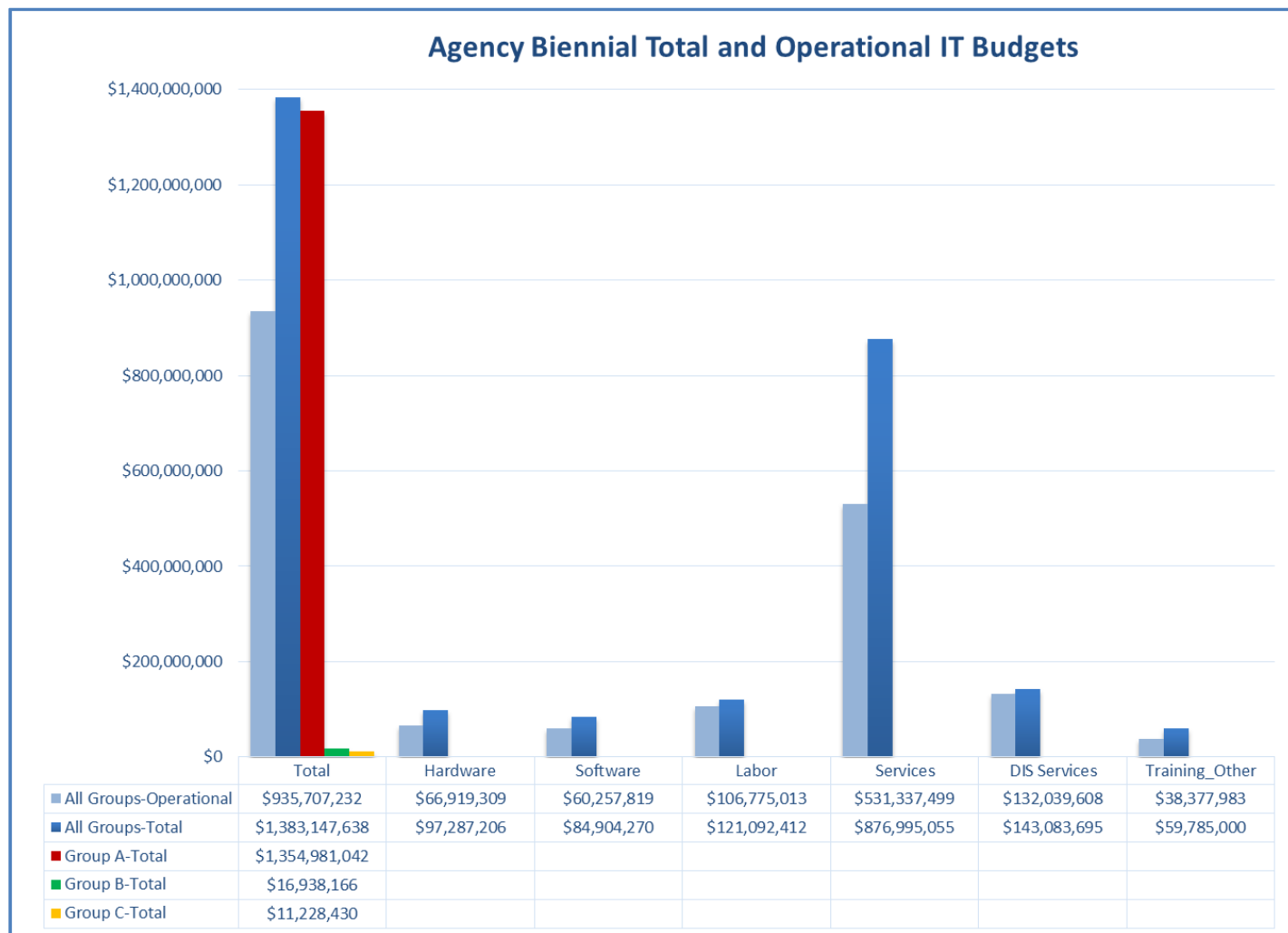
Abstracters Board of Examiners	0	0	0
Veterans Child Welfare Service	0	0	0
Registration for Foresters	0	0	0
Athletic Training	0	0	0
Chiropractic Examiners	0	0	0
Home Inspector Registration	0	0	0
Group C Totals	27	15	12

For the purposes of cost proposal, pricing should be provided as follows for inclusion within the scope and associated required deliverables of this assessment:

Option 1:	Includes Group A only
Option 2:	Includes Groups A and B
Option 3:	Includes Groups A, B, and C

DIS will select *ONE (1)* of these options as the scope of entities for this assessment.

For these 95 entities, the below chart outlines the aggregate budgeted cost within select IT cost areas, by total and operational cost for the 2016-2017 biennium, as reported by the entities. Included for scope information by group are the total aggregate costs for the individual groups A, B, and C.



The timeframe for completion of all deliverables of this RFP is expected to be no more than a 5 month duration from start to finish. For Vendor responses requiring timelines for completion of deliverables, Vendor should clearly indicate impact of increase in scope due to inclusion of entities in Group B and Group C, if any impact is perceived.

INFORMATION FOR EVALUATION

2.2 VENDOR EXPERIENCE (E.1 15 points)

- A. Vendor **must** have at least five (5) state agency clients in which similar assessments have been conducted in at least (5) other states. Vendor **must** provide a minimum of five (5) references to this effect with narrative as to the nature of the scope of work involved with each.
- B. Vendor **must** have at least ten (10) years of experience total cost of ownership analysis and benchmarking of Information Technology services.
- C. Vendor **must** describe project experience relevant to this industry space of IT consolidation analysis, shared services analysis within the public sector, IT cost analysis, forecasting, and future state technology strategy development, and describe roles and responsibilities of key individuals relevant to deliverables of this RFP.

2.3 VENDOR QUALIFICATIONS (E.2 10 points)

- A. Vendor **must** be agnostic with respect to vendor-specific technologies recommended in future state architecture deliverable.
- B. Vendor **must** have completed one-hundred (100) comparable benchmark analyses within a one (1) year period.

Vendor **must** address **each** of these items by providing description of its presence in the industry space of IT consolidation analysis, shared services analysis within the public sector, IT cost analysis, forecasting, and future state technology strategy development.

Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.4 VENDOR STRATEGY ALIGNMENT WITH BUSINESS OBJECTIVES (E.3 40 points)

- A. Identify Total Cost of Ownership of Information Technology for current state architecture
- B. Via benchmark comparisons, identify areas of cost savings via consolidation of IT Infrastructure assets and operational costs
- C. In conjunction with key agency stakeholders, develop and document future state architecture which achieves cost savings via the consolidated model. This future state should address:
 - 1. Infrastructure needs
 - 2. Funding models
 - 3. Organizational Structure
 - 4. Governance
- D. Develop a strategic plan to transition from current state architecture to future state architecture
- E. Develop requirements for future competitive bid proposal for a systems integrator to execute the strategic plan.

Vendor **must** describe overarching project methodology and tools used to achieve **each** of these objectives.

Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities, and **must** include a timeline for completion.

Vendor **must** describe any required equipment, office space, or other resources anticipated for provision by DIS. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.5 **DATA COLLECTION (E.4 50 points)**

A. Vendor **must** collect data for analyses of total cost of ownership, benchmarking, and development of strategic future state direction. The data elements required across the scope of entities for the deliverables in this RFP includes but is not limited to the following IT towers:

1. Server Resources (hardware, software)
2. Storage
3. Network usage
4. Database technologies utilized
5. Telecom
6. Application/Service dependencies
7. Security of information in transport and at rest
8. Organizational and Staffing Structures
9. Financial and Funding methods

B. Vendor **must** provide estimations for critical data elements which are not available

Deliverables **must** include completed collection of information in machine readable form per entity within scope per IT tower.

Vendor **must** describe methodology and tools used to address **each** item in this subsection. Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities and should include a timeline for completion. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.6 **COMPARATIVE DATA SELECTION AND DATA VALIDATION (E.5 10 points)**

- A. Vendor **must** validate data collected to ensure accuracy and establish a process by which revisions to data are facilitated.
- B. Vendor **must** identify and provide selection of comparative data from peer organizations for benchmarking purposes.

Deliverables **must** include data validation report and preliminary benchmark metrics.

Vendor **must** describe methodology and scope of data available used to address **each** item in this subsection. Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities and must include a timeline for completion. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.7 **GAP ANALYSIS (E.6 35 points)**

- A. Vendor **must** perform analysis and benchmarking of Arkansas Information Technology and develop Total Cost of Ownership.
- B. Vendor **must** provide gap analysis of benchmarks compared to other organizations outlining:
1. Areas of high cost
 2. Areas of low cost

3. Staffing levels
4. Service levels
5. Major risks

C. Vendor **must** evaluate top five (5) commodity contracts and identify any near term cost savings potential.

Deliverables **must** include a draft report and recommendations to DIS leadership and key staff.

Vendor **must** describe methodology used to address **each** item in this subsection.

Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities and **must** include a timeline for completion. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.8 **BENCHMARKING RESULTS (E.7 20 points)**

A. Vendor **must** develop a final benchmarking report documenting:

1. Current levels of expenditure by IT tower
2. Peer Comparison by IT tower
3. Identification of specific areas that offer opportunities for improvement and recommendations.

B. Vendor **must** provide an in-person presentation of an executive summary of the more detailed report to key stakeholders to be identified by DIS based on review of the preliminary benchmark metrics and draft gap analysis report.

Deliverables **must** include final benchmark report, executive summary, recommendations and presentation to DIS leadership and key staff.

Vendor **must** describe methodology used to address **each** item in this subsection.

Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities and **must** include a timeline for completion. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.9 **STRATEGIC IT DIRECTION (E.8 55 points)**

A. Vendor **must** charter and establish an IT Advisory Group with members made up of DIS leadership and up to 10 key agency stakeholders to be identified by DIS based on review of final benchmark report and recommendations to gather information relevant to developing strategic IT roadmap for executive branch agencies.

B. Vendor **must** develop a future state architecture for a consolidated model documenting:

1. Technologies employed
2. Staffing structure
3. Funding / billing models
4. Cost estimation to achieve the future state
5. Executive branch IT goals and priorities

C. Vendor **must** develop a strategic roadmap of activities required to achieve the outlined future state. Elements of this roadmap **must** include but are not limited to:

1. Gap analysis of current state to future state

2. Technology procurement strategy for key stakeholders
3. Staffing transformation (skills required, training needed, etc.)
4. Organizational transformation
5. Funding / billing changes required

Deliverables **must** include summary of findings of information collected from IT Advisory group, Final Strategic IT Roadmap report, presentation to DIS leadership and key staff.

Vendor **must** describe methodology used to address **each** item in this subsection.

Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities and **must** include a timeline for completion. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.10 **SYSTEMS INTEGRATION REQUIREMENTS DEVELOPMENT (E.9 5 points)**

- A. At DIS' option, Vendor **must** develop requirements for a competitive bid proposal for the services of a systems integrator to execute the technology and implementation elements of consolidation from the strategic roadmap developed as a function of this proposal and award.

Deliverables include development of request for proposal.

Vendor **must** describe methodology used to address the item in this subsection.

Descriptions **must** clearly describe vendor responsibilities and DIS responsibilities and **must** include a timeline for completion. Vendor may utilize narratives, charts, and/or graphs as desired in response.

2.11 **PERFORMANCE STANDARDS**

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

Table A: Performance Standards					
Payment will be based on the acceptance of Vendor Deliverables.					
Deliverable	Description	Dependency	Performance Measure	Damages	Percentage of Required Deliverables Total Cost
Deliverable #1 – Subsection 2.5	Data Collection per entity per IT tower		Delivery in completion by agreed upon deadline	5% of Deliverable's Percentage of Required Deliverables Total Cost per day late	25
Deliverable #2 – Subsection 2.6	Data validation report and preliminary benchmark metrics	Deliverable #1	Delivery in completion by agreed upon deadline	5% of Deliverable's Percentage of Required Deliverables Total Cost per day late	12.5
Deliverable #3 – Subsection 2.7	Draft report and recommendations	Deliverable #2	Delivery in completion by agreed upon deadline	5% of Deliverable's Percentage of Required Deliverables Total Cost per day late	12.5
Deliverable #4 – Subsection 2.8	Final benchmark report, executive summary, recommendations and presentation	Deliverable #3	Delivery in completion by agreed upon deadline	5% of Deliverable's Percentage of Required Deliverables Total Cost per day late	25
Deliverable #5 – Subsection 2.9	Summary of findings of information collected from IT Advisory group, Final Strategic IT Roadmap report, presentation	Deliverable #4	Delivery in completion by agreed upon deadline	5% of Deliverable's Percentage of Required Deliverables Total Cost per day late	25
Deliverable #6 – Subsection 2.10	Development of request for proposal	Deliverable #5	Delivery in completion by agreed upon deadline	5% of Deliverable's Percentage of Total Cost per day late	Not to exceed 20% of total cost

2.12 MANDATORY REQUIREMENTS

- A. Mandatory Requirement. Vendor **shall** provide a project manager for the duration of the project that serves as the primary point of contact and manages assigned tasks.
- B. Mandatory Requirement. Vendor **shall** identify key staff for this project, their roles, and experience with similar engagements.
- C. Mandatory Requirement. Vendor **shall** have a minimum of five (5) years of experience in analysis of IT data center cost.
- D. Mandatory Requirement. Vendor **shall** have a minimum of five (5) years of experience in analysis of IT human resources skill sets.

- E. Mandatory Requirement. Vendor **shall** have a minimum of five (5) years of experience in working with State government organizations in the areas of IT consolidation and shared services best practices.
- F. Mandatory Requirement. Vendor **shall** be responsible for ALL travel and expenses.
- G. Mandatory Requirement. Awarded Vendor **shall not** be allowed to respond to RFP for System Integration Services which is an optional deliverable of this RFP.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 PROPOSAL SCORE

- A. DIS will review each *Proposal Packet* to verify submission Requirements have been met. *Proposals Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Proposal Packet*, corresponding to.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
 1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience	15	12%	84
E.2 Qualifications	15	4%	28
E.3 Vendor strategy alignment with business objectives	40	14%	98
E.4 Data Collection Methodology	50	8%	56

E.5 Data Selection, Validation, and Analysis	10	14%	98
E.6 Gap Analysis	35	14%	98
E.7 Benchmarking Results	20	14%	98
E.8 Strategic IT Direction	55	14%	98
E.9 Requirements Development	5	6%	42
Total Proposal Score	245	100%	700

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

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

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

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

E. Vendor's weighted scores for sub-sections will be added to determine the Total Score for the Proposal.

F. Proposals that do not receive a minimum weighted score/subtotal of 350 may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

3.2 DEMONSTRATION SCORE (if required)

A. The two vendors with the top proposal scores after the completion of the proposal evaluation *may* be contacted to schedule a presentation. The vendor **must** include key individuals relevant to the completion of the deliverables of the RFP as part of the Vendor team conducting the presentation if presentations are called for.

B. If presentations are required, the buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Presentation" score sheet.

C. After each presentation is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Presentation Consensus Score Sheet based on the information in the presentation.

D. The final individual scores of the evaluators on the Post-Presentation Consensus Score Sheets will be averaged to determine final score for each proposal.

3.3 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest total as shown in Table One (1) on the Official Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)

B. Vendor **shall** provide pricing for Option 1, Option 2, and Option 3. Option 3 will be the sole cost option utilized in scoring. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

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

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

DIS reserves the right to award only Option 1, or only option 2, or only Option 3.

3.4 GRAND TOTAL SCORE

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

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

3.5 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 *Proposal Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

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

Department of Information Systems
ATTN: 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 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 *Bid Solicitation* notifications. Vendors **must** register on-line at <https://www.ark.org/vendor/index.html> and receive a Vendor Number before an award can be made.

4.2 GENERAL INFORMATION

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

- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required DIS 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.
- A. 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. 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 *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **PRICE ESCALATION (Not applicable to this solicitation or resulting contract.)**

4.7 **CONFIDENTIALITY**

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

4.8 **CONTRACT INTERPRETATION**

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

4.9 **CANCELLATION**

- A. In the event DIS 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. DIS **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, DIS **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.10 **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.

4.11 **FINAL CONTRACT AWARD DOCUMENT**

The Official Award Contract Document shall consist of:

1. This Solicitation Document and all attachments and amendments.
2. Vendor's Solicitation Response Packet
3. Any relevant written or email documentation and communication
4. Executed State of Arkansas Professional Consultant Services Contract (posted with solicitation)
5. Arkansas Administrative Statewide Information System (AASIS) Contract Award

These documents will take precedence.

The vendor will be required to submit an OPERATIONAL STATEMENT OF WORK defining final negotiated deliverables, timelines, DIS Responsibilities, Vendor Responsibilities and any other mutually negotiated items. The Statement of Work **must** state the aforementioned Contract Award takes precedence over the SOW and the vendor should avoid inclusion of any Terms and Conditions.

DIS *may*, at its sole discretion, negotiate a vendor's terms and conditions, but only if the vendor has removed all conflicting terms and conditions and included language that DIS' Contract Award takes precedence. Any delay in this negotiation may be cause to go to the next ranked vendor.

If a top two vendor wishes to negotiate ancillary terms and conditions, they **must** be prepared to submit upon notification of their ranking.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
- 10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

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

whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.