



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

FINAL REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

Note: Updates to this final RFP are designated by red font.

SOLICITATION INFORMATION			
Bid Number:	SP-18-0087	Solicitation Issued:	March 6, 2018
Description:	SAP HANA Upgrade Installation Services		
Agency:	Department of Finance and Administration – Office of Information Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	April 20, 2018	Bid Opening Time:	10:00 a.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors 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 may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Shane Phillips	Buyer's Direct Phone Number:	501-324-9322
Email Address:	Jordan.Phillips@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Finance and Administration (DFA) - Office of Information Services (DFA-OIS) to obtain services for an on-premise turnkey technical upgrade of the entire Arkansas Administrative Statewide Information System (AASIS) technical ecosystem.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is June 18, 2018, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Proposals will be opened at the following location:

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

1.5 PROCUREMENT SCHEDULE

Milestone	Date
Notice of Intent to Release the RFP	<i>March 6, 2018</i>
Questions Due	<i>March 15, 2018 12:00pm CST</i>
State's Responses to Prospective Contractor Questions (anticipated)	<i>March 28, 2018</i>
Release of the Final RFP (anticipated)	<i>March 28, 2018</i>
Proposals Due (Date / Time) (anticipated)	<i>April 20, 2018 10:00am CST</i>
Anticipation to Award (anticipated)	<i>May 2, 2018</i>
Contract Start Date (anticipated)	<i>June 18, 2018</i>

1.6 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.

- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.8 RESPONSE DOCUMENTS

- A. It is strongly preferred that the Proposal be in the order of the Response Templates, and that all questions in each Response Template be completed. Prospective Contractor(s) **shall** use the Response Templates provided by the State. Proposals that are incomplete may be deemed non-responsive at the sole discretion of OSP or may have a significant negative impact on their score due to the impact on the Proposal evaluation process. It is the Prospective Contractor's responsibility to ensure its Proposal is submitted in a manner that enables DFA-OIS to easily locate all response descriptions and exhibits for each requirement in the respective SOW within this RFP.
- B. The following illustrates at a high level the contents of each proposal package:

1. Package 1 – Technical Proposal (see below)

This portion of the Proposal should include the sections that correspond to the Response Templates listed in the table below. Prospective Contractor(s) **shall** use the Response Templates provided by the State. The State strongly encourages each Prospective Contractor to fully complete each Response Template.

Section / Template	Name	Description
T-1	Cover Letter and Executive Summary	<p>The response should include an executive summary, Prospective Contractor contact information and locations, subcontractor contact information and locations, and demonstration of the fulfillment of the Minimum Mandatory Qualifications.</p> <p>The Prospective Contractor shall provide a signature by an individual authorized to bind the Prospective Contractor on the Response Template T-1 marked "ORIGINAL." The signature must be a wet original signature in black or blue ink.</p>

Section / Template	Name	Description
T-2	Prospective Contractor Experience	The Technical Proposal should include an overview of the Prospective Contractor organization, corporate background, and documentation of the Prospective Contractor’s experience providing similar services, and other required forms. If the Proposal includes the use of subcontractor(s), projects completed by the subcontractor should be provided. The Technical Proposal must include at least three (3) references (for the Prime Contractor) from projects performed that demonstrate the Prospective Contractor’s ability to provide services described in the SOW of this RFP. At least two (2) of the references must be from HANA 2.0 upgrade projects. If the Proposal includes the use of subcontractor(s), the Prospective Contractor must provide three (3) references for each subcontractor proposed. There is a strong preference for references that demonstrate where the Prime and subcontractor(s) have worked together in the past.
T-3	Prospective Contractor Engagement Organization and Staffing	The Technical Proposal should include: key staff; subcontractor(s) key staff, if applicable. The Prospective Contractor’s Technical Proposal should include the proposed approach to: roles and responsibilities; summary of skill sets; total years of experience in the proposed role; qualifications; and resumes.
T-4	Requirements Approach	This section of the Technical Proposal should include a narrative of the Prospective Contractor’s proposed approach to addressing the Requirements. The response should detail the approach to meet the various requirements as documented in the RFP.
T-5	Required Plans	This section of Technical Proposal should include the proposed plans requested in this RFP, including the Implementation Plan, Testing Plan, Training Plan, and Go-Live Plan. These plans should demonstrate that the Prospective Contractor has a thorough understanding of the SOW and what should be done to satisfy the requirements.
T-6	RFP Response Checklist	This section of the Technical Proposal should include the completed checklist verifying that all the RFP response requirements have been completed. Additionally, the Prospective Contractor should provide the forms required prior to contract award.

2. Package 2 – Cost Proposal (see below)

This portion of the Proposal **shall** include Template C-1 — Official Bid Price Sheet as described below. The Prospective Contractor **shall** follow all the instructions contained within the Response Template. See section 1.12 for more information and instructions.

- C. Prospective Contractor’s **must** submit six (6) hard copies, and one (1) electronic copy of the Technical Proposal. Prospective Contractor’s **must** submit one (1) hard copy, and one (1) electronic copy of the Cost Proposal. One (1) hard copy of the Technical Proposal and Cost Proposal **must** be clearly identified on the cover and packaging as the Proposal ORIGINAL.

Prospective Contractor’s **shall** place the Cost Proposal in a single SEALED package, separate from the Technical Proposal, clearly marked as the Cost Proposal with the Prospective Contractor’s name and the RFP number. The electronic copy of the Technical Proposal and Cost Proposal (e.g., searchable pdf) may be submitted on CDs, DVDs and/or USB storage devices. Electronic copy **shall not** include submission by email or fax. The Prospective Contractor should make reasonable attempts to ensure that the electronic copy media is “locked” to avoid unintentional changes to the submission.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 12:00 p.m., Central Time on or before March 15, 2018 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. The Prospective Contractor **shall** submit questions using Response Template O-1 Written Questions. The questions **must** be submitted in the original file format "Microsoft Excel" as denoted in Template O-1.
 2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 3. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on March 28, 2018. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the Template T-1.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be disqualified.

1.11 SUBCONTRACTORS

- A. Prospective Contractor should complete and submit the Subcontractor Contact Information included in Template T-1.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the Response Templates. **Do not** attach any additional information to the Subcontractor Contact Information table in Template T-1.
- A. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.12 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on Template C-1 - Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. Template C-1 - *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the bid opening.

- C. Template C-1 - *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor 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 warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. 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.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

1.17 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

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

4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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

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

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal 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 anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors 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. Prospective Contractors 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, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.23 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will 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 Prospective Contractor 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 Prospective Contractor 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 Prospective Contractor'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/policies-standards>. 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 Contractor 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) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.27 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be disqualified.

1.28 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Finance and Administration (DFA) - Office of Information Services (DFA-OIS) to obtain services for an on-premise turnkey technical upgrade of the entire Arkansas Administrative Statewide Information System (AASIS) technical ecosystem. The ecosystem is comprised of an SAP ERP Centralized Component (ECC) landscape and an SAP Business Warehouse (BW) landscape.

- A. The technical upgrade **must** include:
1. Migration of SAP ECC systems to SAP's Business Suite on HANA platform, including Unicode migration in the ECC landscape. **The current ECC landscape is 3.2 terabytes per system or smaller.**
 2. Database migrations from IBM DB2 to HANA database. **The current database consists of ECC and BW Systems DB2/UDB 10.5.0008.**
 3. SAP BW systems to SAP's Business Warehouse for HANA platform which **must** include database migrations from IBM DB2 to HANA database. **The current BW landscape is 3.1 terabytes per system or smaller.**
 4. Migration of **the SAP ECC systems and BW systems** from Unix based IBM-AIX to Redhat/Linux which provides the operating infrastructure for the AASIS ecosystem.
- B. **The State has completed the necessary hardware sizing and will procure the SAP HANA Hardware (IBM P8 Series using Tailored Data Center Integration {TDI}) separately from this contract. The State will perform installation of the Redhat/Linux operating system. The State will also procure all SAP User Licenses separately from this contract.**
- C. DFA is soliciting a Contractor that **shall**:
1. Provide guidance regarding solution design.
 2. Give advice and suggestions for solution alternatives and cost savings opportunities.
 3. Provide efficient and high-quality delivery of work.
 4. **Left Intentionally Blank**
 5. Be engaged and committed to achieving a successful SAP HANA Upgrade.

2.2 OBJECTIVE

The objective of this project (hereafter referred to as "SAP HANA Upgrade") is to upgrade the entire AASIS landscape including the on-premise ECC systems and the on-premise BW systems, in all landscapes, from an IBM DB2 database backend to SAP HANA backend on appropriate hardware.

2.3 MINIMUM CONTRACTOR QUALIFICATIONS

- A. **The Prospective Contractor must have a SAP Partner Center of Expertise Certification (SAP PCOE certification).**
- B. Contractor's **technical** staff **must** be SAP HANA certified.
- C. The Contractor **must** have previously executed, at a minimum, two (2) SAP ECC 6.0x system migrations to Business Suite on HANA 2.0, preferably in the in Public Sector.
- D. The Contractor **must** have previously executed at a minimum two (2) Business Warehouse BW 7.x system migrations to Business Warehouse for HANA 2.0, preferably in the in Public Sector.
- E. Prospective Contractor **must** include at least three (3) references (for the Prime Contractor) of projects which are of similar size, complexity, and scope to this engagement, that have either been completed within the last five (5) years or are active projects. At minimum, two (2) of the references provided **must** be for HANA 2.0 upgrades. Each reference chosen should clearly demonstrate the Prospective Contractor's ability to perform the Scope of Work described in the RFP.
- F. The Prospective Contractor **shall** use Template T-2 and T-3 to provide Minimum Qualifications and References.

2.4 **BACKGROUND**

The State implemented the AASIS system for productive use in July of 2001. The underlying premise for the State was to utilize commercially available off the shelf ERP software. AASIS utilizes many core features of the SAP ERP software solution with an emphasis on Public Sector functionality. AASIS has been in continuous operation since 2001.

The following SAP components are being used in AASIS:

A. SAP Human Capital Management

1. Personnel Administration (PA)
2. Organization Management (OM)
3. Benefits (BN)
4. Time Administration (TA)
5. Payroll (PR)
6. Employee Self Service (ESS)
7. Management Self Service (MSS)
8. Learning Solution (LSO)

B. SAP Accounting

1. General Ledger and Financial (GL and FI)
2. Funds Management (FM)
3. Controlling (CO)
4. Cash Management (CM)
5. Accounts Payable (AP)
6. Accounts Receivables (AR)
7. Asset Accounting (AA)
8. Special Purpose Ledger (SPL)

C. SAP Logistics

1. Materials Management (MM)
2. Plant Maintenance (PM)
3. Fleet Management for State Police

D. SAP Business Intelligence

1. Business Warehouse (BW)
2. Business Objects for reporting (BO)

AASIS over the years has been heavily customized to meet specific needs of the State, making it very challenging to maintain, as well as complicated to enhance and modernize. During this same timeframe, there have been very few strategic initiatives to incorporate new features and functions within AASIS that could leverage the State's long-term investment in the SAP ERP software

2.5 **TECHNOLOGY OVERVIEW**

The technical landscape consists of an on-premise ecosystem residing on virtual servers located in the Arkansas Department of Information Systems (DIS) data center. DIS provides the infrastructure (e.g. network, servers, data center, and disaster recovery services) for AASIS. The SAP application that will be managed by DFA AASIS Service Center will run on the DIS provided infrastructure. Access to the majority of AASIS business functions are through locally installed desktop clients. There is growing access to AASIS for time and leave entry and approval using responsive design user interfaces for mobile devices via the SAP Fiori apps. The Statewide WAN backbone provided by DIS is used to connect AASIS to State employees who use AASIS.

A. Software Environment

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

1. Software Development

Development software is a delivered component of the SAP installation. The coding language used for development within the software is an SAP proprietary language called Advanced Business Application Programming (ABAP). Other development tools include, but are not limited to, WebDynpro, Business Warehouse (BW), Business Objects (BOBJ), Business Server Pages (BSP), UI5/HTML5, and Workflow.

2. Software Management

Software Management is a delivered component of the SAP installation. There is a standard 3-tiered landscape consisting of a development system, a quality assurance system, and a production system. The software management inherent in SAP provides for version control, security, review, and approval of all code changes that are part of the software development lifecycle. There are also Sandbox systems and Test systems (copies of Production system). These systems are used to validate and test SAP upgrades / support packages, system enhancements, operating system changes, database release level changes, security changes, and mobile access to limit impacts to the Development, Quality Assurance, and Production systems.

3. System Software

The SAP system software provides essential functions necessary for the successful operation of AASIS as the State's central system of record. **All components of the current ECC and BW shall be migrated to HANA. Maximum CPU Utilization on the DB Server is 28%. Maximum CPU Utilization on the Application Server is 32%. At peak usage, maximum users are approximately 1,529.**

SAP Software component versions are outlined below.

- i. EHP7 for SAP ERP 6.0 (ECC and Portal)
- ii. SAP Netweaver 7.4 (ECC and Portal)
- iii. SAP Netweaver 7.5 (BW and BW Portal)
- iv. SAP Solution Manager 7.1 (we are analyzing Solman 7.2 now)
- v. GUI for Windows Version 7.40 has been released to agencies for deployment

Figure 1. Installed Product Versions for ECC PRD

Installed Software Component Versions		Installed Product Versions		
Product	Release	SP Stack	Vendor	Short Description of Product Version
EHP7 FOR SAP ERP 6.0	EHP7 FOR SAP ERP 6.0	14 (07/2017)	sap.com	EHP7 FOR SAP ERP 6.0
SAP ERP	2005	29 (06/2017)	sap.com	
SAP NETWEAVER	7.4	17 (05/2017)	sap.com	SAP NETWEAVER 7.4
PURCHASECONTAPPR	1.0	SPS08	sap.com	FIORI PURCHASECONTAPPR 1.0
MOB_PLAN_DISCHARGE_INT	1.0.0	04 (09/2015)	sap.com	MOB PATIENT MGMT INT 1.0.0
DFA PURCHASEORDAPPR	1.0	SPS09	sap.com	FIORI PURCHASEORDAPPR 1.0
DFA PURCHASEREQAPPR	1.0	SPS08	sap.com	FIORI PURCHASEREQAPPR 1.0
DFA TRACKPO	1.0	SPS07	sap.com	FIORI TRACKPO 1.0
DFA ORDERPOREQ	1.0	SPS07	sap.com	FIORI ORDERPOREQ 1.0
SAP FIORI FOR SAP ERP HCM	1.0	04 (01/2016)	sap.com	SAP FIORI FOR SAP ERP HCM 1.0

Figure 2. Installed Component Versions for ECC PRD

Installed Software Component Versions		Installed Product Versions		
Component	Release	SP-Level	Support Package	Short Description of Component
SAP_BASIS	740	0017	SAPKB74017	SAP Basis Component
SAP_ABA	740	0017	SAPKA74017	Cross-Application Component
SAP_GWFND	740	0017	SAPK-74017INSAGWFND	SAP Gateway Foundation 7.40
SAP_UI	740	0018	SAPK-74018INSAPUI	User Interface Technology 7.40
PI_BASIS	740	0017	SAPK-74017INPIBASIS	Basis Plug-In
ST-PI	740	0006	SAPK-74006INS TPI	SAP Solution Tools Plug-In
SAP_BW	740	0017	SAPKW74017	SAP Business Warehouse
MDG_FND	747	0014	SAPK-74714INMDGFND	MDG Foundation 732
SAP_AP	700	0035	SAPKNA7035	SAP Application Platform
SAP_BS_FND	747	0014	SAPK-74714INSAPBSFND	SAP Business Suite Foundation
WEBCUIF	747	0014	SAPK-74714INWEBCUIF	SAP Web UI Framework
MDG_APPL	617	0014	SAPK-61714INMDGAPPL	MDG Applications 607
SAP_APPL	617	0014	SAPKH61714	Logistics and Accounting
SAP_FIN	617	0014	SAPK-61714INSAPFIN	SAP_FIN
SAP_HR	604	0121	SAPKE604C1	Human Resources
EA-IPPE	400	0029	SAPKGPID29	SAP IPPE
EA-APPL	617	0014	SAPK-61714INEAAPPL	SAP Enterprise Extension PLM, SCM, Financi...
EA-DFPS	600	0029	SAPKGPDD29	SAP Enterprise Extension Defense Forces & ...
EA-FIN	617	0014	SAPK-61714INEAFIN	EA-FIN
EA-FINSERV	617	0014	SAPK-61714INEAFINSRV	SAP Enterprise Extension Financial Services
EA-GLTRADE	600	0029	SAPKGPDD29	SAP Enterprise Extension Global Trade
EA-HR	607	0072	SAPK-60772INEAHR	SAP Enterprise Extension HR
EA-PS	617	0014	SAPK-61714INEAPS	SAP Enterprise Extension Public Services
EA-RETAIL	600	0029	SAPKGPDD29	SAP Enterprise Extension Retail
FINBASIS	600	0029	SAPK-60029INFINBASIS	Fin. Basis
ECC-DIMP	600	0029	SAPK-60029INECCDIMP	DIMP
ERECRUIT	617	0012	SAPK-61712INERECRUIT	E-Recruiting
FI-CA	617	0014	SAPK-61714INFICA	FI-CA
FI-CAX	617	0014	SAPK-61714INFICAX	FI-CA Extended
INSURANCE	600	0029	SAPK-60029ININSURANC	SAP Insurance
IS-CWM	600	0029	SAPK-60029INISCWM	Industry Solution Catch Weight Management
IS-H	600	0050	SAPK-60050INISH	SAP Healthcare
IS-M	600	0029	SAPK-60029INISM	SAP MEDIA
IS-OIL	600	0029	SAPK-60029INISOIL	IS-OIL
IS-PS-CA	617	0014	SAPK-61714INISPSCA	IS-PUBLIC SECTOR CONTRACT ACCOUNTING
IS-UT	600	0029	SAPK-60029INISUT	SAP Utilities/Telecommunication
LISOFE	617	0011	SAPK-61711INLISOFE	SAP Learning Solution Front-End
SEM-BW	600	0029	SAPKGS6029	SEM-BW: Strategic Enterprise Management
GBAPP002	600	0012	SAPK-60012INGBAPP002	GBAPP002
GBX01HR	600	0004	SAPK-60004INGBX01HR	FIORI X1 HCM
GBX01HR5	605	0002	SAPK-60502INGBX01HR5	FIORI X1 HCM
SRA001	600	0009	SAPK-60009INSRA001	Approve Purchasing Contracts OData Integ
SRA013	600	0007	SAPK-60007INSRA013	Create Purchase Order from Released Purc
SRA020	600	0008	SAPK-60008INSRA020	Purchase Order Status (In Process, Appro
ST-A/PI	01S_731	0002	SAPKITAB9S	Servicetools for SAP Basis 731

Figure 3. Installed Product Versions for Business Warehouse

Product	Release	SP Stack	Vendor	Short Description of Product Version
SAP NETWEAVER	7.5	05 (10/2016)	sap.com	SAP NETWEAVER 7.5

Figure 4. Installed Component Versions for Business Warehouse

Component	Release	SP-Level	Support Package	Short Description of Component
SAP_BASIS	750	0005	SAPK-75005INSAPBASIS	SAP Basis Component
SAP_ABA	750	0005	SAPK-75005INSAPABA	Cross-Application Component
SAP_GWFND	750	0005	SAPK-75005INSAPGWFND	SAP Gateway Foundation
SAP_UI	750	0005	SAPK-75005INSAPUI	User Interface Technology
ST-PI	740	0005	SAPK-74005INSTPI	SAP Solution Tools Plug-In
BI_CONT	757	0010	SAPK-75710INBICONT	Business Intelligence Content
SAP_BW	750	0005	SAPK-75005INSAPBW	SAP Business Warehouse
ST-A/PI	01S_731	0001	SAPKITAB9R	Servicetools for SAP Basis 731

Third party applications used by AASIS are listed below.

- i. BSI TaxFactory
- ii. Vertex
- iii. GuiXT
- iv. Kronos
- v. Panaya
- vi. Hanelly
- vii. HP Quick Test

4. Document Management Software

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

5. Client Software

Client Software is installed on all participating agency workstations to perform necessary duties within AASIS. The State utilizes a decentralized statewide deployment of the SAP GUI Installations and patch updates. An upgraded version of the SAP GUI is deployed statewide as required.

6. Hardware Environment

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

- i. Network Connectivity Component - AASIS currently utilizes the State’s WAN provided by DIS for statewide communications between AASIS and various participating State agencies. The transmission between the participating agencies and the DIS data center is encrypted and TCP/IP is the protocol used for communication between the client and servers.
- ii. Servers - The SAP Software runs on IBM Power8 Platform Running AIX/Unix operating systems, Netweaver 7.X Application Servers, along with IBM DB2 for Unix databases.
 - a. The AIX operating system is version 7.1 TL1.
 - b. The DB2 database version is 10.5 FP8.

- iii. The AASIS primary technologies used in the environment are:
 - a. AIX Unix Servers (Power8 technology)
 - b. IBM DB2 for Database Management
 - c. IBM XIV Storage Area Network for OS and DB disk space
 - d. IBM TMS (Tivoli) backup solution
 - e. Microsoft Windows Server version 2012
 - f. Microsoft MS SQL Server 2008
 - g. BSI payroll tax calculation tools
 - h. VERTEX sales tax calculation tools
 - i. Epi-Use SAP Data utility
 - j. JSCAPE FTP utility
 - k. HP Quick Test scripting utility
 - l. F5 Load Balancing Network Appliance
 - m. Kronos / TimeLink Time clock system

7. System Security

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

- i. AASIS utilizes security roles within the application to secure features and functions. The security roles are developed and maintained using standard SAP security functionality.
- ii. DFA Office of Accounting provides oversight, review, and approval of security role assignment to end user IDs. Security role assignment conflicts are also overseen by DFA Office of Accounting.
- iii. Access to AASIS is through the DIS WAN, which utilizes network security appliances to safeguard use of the system.
- iv. Access is allowed only within the United States; no offshore access is allowed.

2.6 SCOPE OF WORK/DELIVERABLES

The SAP implementation **must** include, but is not limited to, the following key deliverables:

A. Approach Requirements:

The Contractor **shall**:

1. Have a methodology that either adopts, mimics, or supplements a Rapid Deployment Solution, developed by SAP, or a framework for Lift and Shift Migration to Business Suite on HANA and Business Warehouse for HANA. The proposal may include scoping of upgrade, but **must not** require a blueprint or design phase and should simply focus on a technical migration to Business Suite on HANA and Business Warehouse for HANA
2. If utilizing the Database Migration Option for Software Update Manager (DMO) approach for migrating from SAP ECC to SAP Business Suite on HANA, Contractor **shall** have on staff DMO Certified migration specialists as named resources. Information regarding this approach can be found on SAP's community wiki: <https://wiki.scn.sap.com/wiki/pages/viewpage.action?pageId=395285937>.
3. The Prospective Contractor **shall** explain alternative approaches, pros/cons for any alternative approach and expected outcome utilizing an alternative implementation plan in Template T-4.
4. Coordinate and cooperate with the DFA-OIS-ASC staff and other Contractor's as required to ensure that the upgrade does not conflict with day to day operations or any ongoing implementations of large scale modernization projects within the AASIS ecosystem.

B. Design Requirements:

The SAP HANA Upgrade **must** take into consideration the current state of AASIS' existing SAP landscapes in order implement an appropriately sized, fully-operational SAP HANA-based solution. This **must** include all hardware, software, testing, and upgrade services for a successful Business Suite on HANA (SoH) and BW/4HANA upgrade.

C. Software Requirements:

The upgrade **must** include:

1. Installation and configuration of Business Suite on HANA and BW/4HANA to facilitate seamless enterprise-wide integration across the AASIS SAP solution and relevant systems.

2. Unicode migration upgrade, with the ECC upgrade.
3. **Left Intentionally Blank**
4. Installation and configuration of the current database to SAP HANA.
5. **Back-up and Restore of the HANA database and configuration of any Back-up Solutions.**
6. **Configuration of existing interfaces.**
7. **Testing of third party applications.**

The upgrade will not include:

1. Unicode migration with the BW upgrade.

D. Services Requirements:

The Contractor **shall** develop a comprehensive and detailed approach and strategy for the implementation of SAP HANA which **must** include but not be limited to:

1. Project Scope and Plan which should include an Organization Chart for how the Project will be managed and staffed at individual Team Member Level based on information provided in Section 2.10.D.
2. Overall Implementation/Migration Plan and Work Plan based on information provided in Section 2.6.A. This should include but not be limited to:
 - i. A Microsoft Project resource balanced project work plan outlining the project phases, activities, and tasks for the HANA upgrade project.
 - ii. A list of Project Deliverables by Phase to be included as part of the upgrade services.
 - iii. A completed DFA / Contractor responsibility matrix
3. Testing Plan based on information provided in Section 2.6.G.
4. Training Plan based on information provided in Section 2.6.H.
5. Cut-Over/Go-Live Plan based on information provided in Section 2.6.I.
6. The Prospective Contractor **shall** use Template T-5 to provide the above referenced plans.
7. Final documents **shall** be mutually agreed upon within 30 days of contract award.

E. Customization/Development Requirements:

1. The AASIS system contains approximately **3300** custom development objects that **must** be addressed during the upgrade. Within the SAP ECC landscape SAP HANA Code Remediation of around **3150** custom programs and Unicode enablement of around **150** custom programs **shall** be performed by the Contractor's ABAP staff working jointly with the DFA-OIS-ASC ABAP staff by providing ABAP subject matter expertise (SME) for support during the code remediation phase.
2. The Contractor **shall** perform Unicode enablement and assist DFA-OIS-ABAP staff with Code Remediation activities.
3. The Contractor **shall** coordinate and cooperate with the DFA-OIS-ASC staff and other Contractors as required to ensure that the upgrade does not conflict with day to day operations or any ongoing implementations of large scale modernization projects within the AASIS ecosystem.
4. The Contractor **shall** provide assistance with reviewing AIX Unix scripts and performing any code remediation of operating system level scripts to ensure the scripts continue to properly function at the operating system level after the migration from AIX Unix to Red Hat Linux.
5. Any additional Customizations/Developments should be kept to a minimum and industry best practices should be utilized. Wherever required, Customization/Development **must** be done in a manner that gives a reasonable assurance of upward compatibility with future versions of the platform. All Development **must** meet the SAP or industry recognized standard methodologies
6. **The Contractor SAP ABAP Development Staff shall be responsible for assisting DFA-OIS-ABAP staff with Code Remediation activities. This shall include, but is not limited to, identifying and resolving issues with the ABAP code where necessary to successfully perform in the new HANA environment.**

F. Performance Tuning Requirements:

The Contractor **shall** provide performance tuning services during and after the upgrade to SAP HANA 2.0 environment that results in the upgraded systems' (development, test, production, etc.) performance being either equal to or better than the performance experienced on the systems prior to the upgrade. **The State currently uses HP Quicktest for performance testing.** Statistics on the current system are stored and **shall** be used to compare with performance statistics after the upgrade. These statistics will be provided to the successful Contractor.

G. Testing Requirements:

1. The Contractor **shall** lead and be responsible for the upgrade testing effort. The Contractor **shall** define a testing methodology that includes multiple testing cycles to ensure the entire solution is functioning without issues. The Contractor's methodology **shall** be aligned with industry standard methodologies.
2. The Contractor, in collaboration with DFA-OIS, **shall** be responsible for performing all testing required to fully test the upgrade. Testing **must** include, but not be limited to:
 - i. Unit Testing — Ensure each "unit" performs as outlined in the technical design
 - ii. String/Link Testing — Ensure multiple "units" work in conjunction with each other without issue
 - iii. Integration Testing — Ensure the Solution supports end-to-end business processes
 - iv. Performance/Stress Testing — Ensure the Solution will meet DFA-OIS' performance needs
3. Once the Upgrade has been fully tested and the Contractor is confident the Solution is ready for production, the Contractor **shall** coordinate with DFA-OIS to perform final testing in an integrated environment. This testing **must**, at minimum, include:
 - i. User Acceptance Testing — Performed and lead by DFA end-users (DFA will develop test scripts leveraging the test scripts provided by the Contractor, focusing on unconventional situations) with support from the Contractor.
 - ii. Regression Testing — Performed by the Contractor, with the support of DFA testers, to ensure functionality currently in production continues to function. The Contractor **shall** coordinate with DFA
 - iii. Performance/Stress Testing — Performed by the State to ensure the entire Solution and Architecture continues to meet DFA-OIS' performance requirements. The Contractor **shall** coordinate with DFA
4. A plan to address and fix all deficiencies identified through testing **must** be submitted within fifteen (15) business days of its identification. This plan includes but is not limited to the development of a Corrective Action Plan (CAP) for each defect or deficiency. The CAP **must** identify in detail the remedial action to be taken by the Contractor, along with the date(s) when each remedial action is to be implemented. Each CAP **shall** be subject to the review and approval by the State Project Manager.
5. All defects discovered during the testing phase **must** be resolved prior to Go-Live.
6. The Prospective Contractor should include a Sample Test Plan in Template T-5. Final Test Plan **shall** be mutually agreed upon within thirty (30) days of Contract Award.

H. Knowledge Transfer:

1. The Contractor **shall** provide technical training and knowledge transfer to State IT staff in upgrading, tuning, monitoring, and maintaining the Solution.
2. This **must** include database and application software.
3. The training **must** be performed as part of hands on knowledge transfer during the upgrades to the non-production systems prior to the production upgrade.
4. Total State IT staff to be trained will be approximately 10-15 resources.
5. All **knowledge transfer must** be completed prior to Go-Live.
6. The **Knowledge Transfer** Plan should be provided by the Prospective Contractor in Template T-5.
7. Final **Knowledge Transfer** Plan **shall** be mutually agreed upon within thirty (30) days of Contract Award.
8. **As part of the Knowledge Transfer process, the upgrade shall be documented so that it can be repeated exactly in the next system. Documentation must be such that it is usable even if the technical staff changes. Contractor's onsite technical staff shall assist in this process.**

I. Managing Go-Live:

1. The Contractor **shall** provide a Cutover Plan of all activities to support the Go-Live Implementation.
2. The Cutover Plan submitted by the Contractor **must** ensure that all activities are completed prior to go-live.
3. The Go-Live Plan should be provided by the Prospective Contractor in Template T-5.
4. Go-live **must** be dependent on successful UAT sign-off.

J. Post Go-Live Support Requirements:

1. The Contractor **shall** provide, at minimum, a BASIS Administrator onsite for support for a minimum of four (4) weeks after the upgrade of the SAP ECC Production system and the upgrade to the SAP BW Production system to resolve all performance and operational issues.
2. Support Personnel **must** be onsite during normal business hours, 8am to 5pm CST Monday-Friday, excluding State Holidays. (<https://ssl-sos-site.ark.org/uploads/aboutOffice/holidays-2018.pdf>)
3. The Post Go-Live support **must**, at minimum, address all user level queries, bug corrections, configuration changes, application patch updates, operating system upgrades, database administration and security issues.
4. The Contractor **shall** provide resolution for High Priority Issues within four (4) hours.
5. The Contractor **shall** provide resolution for Medium Priority Issues within twelve (12) hours.

6. The Contractor **shall** provide resolution for Low Priority Issues within twenty-four (24) hours.
7. The Contractor and OIS **shall** mutually agree to the parameters for, High, Medium, and Low Priority Issues within thirty (30) days of Contract Award.
8. The Contractor **shall** provide an issue resolution tracking process which will log, assign requests, and document the resolution including timeframe to resolve, steps taken to resolve, etc.
9. The Prospective Contractor **shall** use Template T-4 to provide information regarding post go-live support.

K. Documentation Requirements:

1. All software, data files, documentation, records, worksheets, or any other materials developed through a resulting contract **must** become the exclusive property of the Arkansas Department of Finance and Administration.
2. This **must** include, but not be limited to: procedures for performing the upgrade, procedures for tuning the systems, procedures for monitoring and maintaining the systems, all property rights, intellectual or otherwise, and technology developed by the Contractor.
3. Contractor **shall not** hold ownership or intellectual property claim on any code, data, or the like.
4. Contractor **shall** deliver all required documentation to OIS within two (2) weeks of Go-Live.

L. Change Management:

The Contractor **shall** submit change requests that may impact the HANA upgrade for AASIS using a formal governance model that includes a submittal process, review, approval, and prioritization of all work proposed to be done to meet the change request during the project. The final Change Management Model **shall** be mutually agreed upon within thirty (30) days of Contract Award.

2.7 PROJECT TIMELINE

DFA expects to upgrade before the end of 2018. Below is a tentative timeline developed by DFA-OIS. Prospective Contractors should use this timeline in their development of a work plan. Please note that the State requires no downtime for the system. Contractor **shall** implement over a weekend.

Milestone	Tentative Date
Kickoff Meeting	June 18, 2018
Project Start	July 1, 2018
Completion of Testing	October 1 st , 2018
Go-Live	Weekend of November 9 th to 12 th (3 days) <i>or</i> Weekend of November 22 nd to 25 th (4 days)
Post Go-Live Support	4 weeks after implementation

The State and the Contractor **shall** mutually agree to the final project timeline within thirty (30) days of Contract Award.

2.8 PROJECT MANAGEMENT

The Contractor **shall** propose a suitable project manager/team with diversified expertise to meet the requirements of the State. The manager/team **shall** provide overall project management throughout the life cycle of the project to ensure successful completion. Project management **must** include, at minimum, the following:

- A. Ensuring timely delivery of all the deliverables related to the upgrade as mentioned in this RFP.
- B. Coordination between various stakeholders and suppliers.
- C. Managing the total project (i.e. delivery, customization and implementation, coordination for site preparation, and networking).
- D. Participation in all meetings.
- E. Development of Project Scope Documents.
- F. Monitoring risk management aspects and project delays.
- G. Ensuring synchronization of all the activities of the project (i.e. development, implementation, training etc.).

2.9 **PROJECT STATUS REPORT**

The Contractor **shall** submit project status reports to the State on a periodic basis as agreed to with the State Project Manager. Each status report **shall** describe tasks completed during the time period by the project team, tasks in-progress, tasks delayed, reasons for delay, problems encountered with a plan for resolving them, and identify issues requiring management attention, particularly those which may affect the scope of services, the project budget, or deliverables. This report **must** be delivered to the State Project Manager by close of business within three business days after the end of the period covered. Frequency and due dates of Project Status Reports **shall** be mutually agreed upon within thirty (30) days of Contract Award.

2.10 **ENGAGEMENT STAFFING**

The project team **must** be comprised of a Steering Committee, State Project Team, and Contractor Project Team.

A. Steering Committee:

1. The purpose of the Steering Committee is to meet periodically – typically monthly- to discuss the overall status of the project. Any issues that affect the project from a scope, timing, resource, cost standpoint, or that cannot be resolved at the work team level should be discussed and resolved by the Steering Committee. The overall responsibility of this committee is to maintain and set policy and direction for the project.
2. The Contractor **shall** attend all Steering Committee meetings. Contractor attendees **must** be officials of senior management (typically Project Director/ Project Manager) who will be able to take decisions on pertinent points. The Contractor may attend in person or via conference call.
3. The State will define their members of the Steering Committee.

B. State Project Team:

1. DFA will provide a project manager to work with the Contractor's project manager. This will include reviewing weekly status reports and performance against SLAs, approving and monitoring progress against the project plan, identifying issues and risks along with their resolution and mitigation, respectively.
2. To manage the scope of this RFP, DFA plans to provide limited technical staff. Additional resources may be provided to support the upgrade activities if needed throughout the engagement. Any additional DFA staffing **must** be requested by the Contractor to the DFA CIO. DFA may or may not provide additional staffing, depending on resource availability and priorities. State staff available on at least a part-time basis include:
 - i. BASIS Administrator
 - ii. BASIS Security Administrator
 - iii. ABAP Developer
 - iv. Operating System Administrator

C. Contractor Project Team:

1. The Contractor **shall** provide a team to perform and complete the scope outlined in Section 2.6.. The Contractor **shall** lead these activities and deliver the related services.
2. The Contractor **must** have the capability to add staff with deep knowledge of the implemented technology to support this upgrade in a timely manner.
3. The State prefers that the Contractor have at least one (1) dedicated BASIS administrator onsite for the duration of the project dedicated to performing the activities required to complete the entire upgrade.
4. The State prefers that the Contractor have other key technical staff onsite and dedicated during critical stages of the upgrade. The Contractor **shall** provide the expected onsite availability of all resources assigned to the project in their Project Work Plan (Template T-5) as well as Template T-2.
5. Contractor **must** have consultants currently in the US. Access to the State system **shall** only be available from US locations.
6. The Contractor **shall**, upon award, work with DFA-OIS, the DFA CIO, and any other organizations designated by DFA-OIS to ensure an orderly transition of services and responsibilities under the contract and to ensure continuity of those services required by DFA-OIS.
7. The Contractor **shall** be responsible for the administration and management of their resources performing the work on this project.

D. Contractor Key Personnel:

1. The term "Key Personnel", for purposes of this procurement, means Contractor staff deemed as being both instrumental and essential to the Contractor's satisfactory performance of all requirements contained in this RFP. Contractor Key Personnel **must** be the primary team that delivers Upgrade Services.

2. The Prospective Contractor **shall** either have on staff DMO Certified Migration Specialists or if the Prospective Contractor believes that an alternative organizational design could improve service levels and/or decrease costs, a discussion of these options and their benefits should be included in T-4.
3. The Contractor **shall** seek and receive DFA approval before hiring or replacing any Key Personnel. The Contractor **shall** remove and replace Key Personnel, if requested by DFA, within one (1) week of the request for removal. The DFA CIO, at his discretion, can request the removal and replacement of any Contractor staff.
4. The Contractor **shall** provide DFA with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel **must** have qualifications that meet or exceed those specified in this section and **shall** be subject to approval by DFA. The Contractor **shall** provide DFA with status update reports every week on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor **shall** have in place a qualified replacement within fourteen (14) days of the last day of employment of the departing Key Personnel. During the recruitment and training period, the Contractor **shall** provide an interim replacement for all Key Personnel, subject to approval by DFA.
5. The Contractor **shall** ensure Key Personnel have, and maintain, relevant current license(s) and/or certification(s).

Title	Roles and Responsibilities	Expected Qualifications
<p>Project Manager</p>	<ul style="list-style-type: none"> ■ The Contractor's Project Manager shall be responsible for project management activities which will occur throughout the contract period. The Contractor's Project Manager shall be responsible for knowledge transfer and training throughout the project by having the State staff and Contractor project team members working continuously side-by-side. 	<p>The resource shall:</p> <ul style="list-style-type: none"> ■ Be fully trained and have working knowledge of the proposed methodology. ■ Have a minimum of five (5) years of project management experience working with SAP in client environments of similar scope and size. ■ Have experience with a minimum of 2 SAP upgrades, preferably successful HANA 2.0 upgrades from a DB2 database environment of similar scope and size. ■ Be PMP certified ■ Possess strong written and oral communication skills
<p>Certified Migration Specialist</p>	<ul style="list-style-type: none"> ■ The Certified Migration Specialist shall be responsible for performing the migration and providing knowledge transfer to State technical staff 	<p>The resource shall:</p> <ul style="list-style-type: none"> ■ Have SAP DMO Certification on HANA 2.0 (if using the DMO approach) or similar certification and experience with an alternative approach. ■ Have a minimum two successful HANA 2.0 upgrades from a DB2 database environment of similar scope and size. ■ Have a minimum of seven (7) years of development experience working with SAP in client environments of similar scope and size.

		<ul style="list-style-type: none"> ▪ Have experience with functional / technical workshop sessions ▪ Possess strong written and oral communication skills
<p>SAP ABAP Development Staff</p>	<ul style="list-style-type: none"> ■ The SAP ABAP Development Staff shall be responsible for modifying the ABAP code where necessary to successfully perform in the new HANA environment 	<p>The resource(s) shall:</p> <ul style="list-style-type: none"> ■ Have a minimum of seven (7) years of development experience working with SAP in client environments of similar scope and size. ■ Have experience with Advanced Business Application Programming (ABAP), WebDynpro, Process Orchestration (PO), Business Warehouse (BW), Business Objects (BOBJ), Business Server Pages (BSP), UI5/HTML5, and Workflow. ■ Have experience with SAP Workflow Administration tasks including performance tuning. ■ Have experience applying ABAP coding within SAP ERP including BAPI's Function Modules, Classes, BADI's, and RFC's. ■ Have experience with code remediation for Unicode and Hana Upgrade. As well as experience programming in a HANA environment. ■ Have experience with functional / technical workshop sessions ■ Possess strong written and oral communication skills
<p>SAP Technical Infrastructure Staff</p>	<ul style="list-style-type: none"> ■ The SAP Technical Infrastructure Staff shall be responsible for performing the migration and providing knowledge transfer to State technical staff within their specific area of responsibility 	<p>The resource(s) shall:</p> <ul style="list-style-type: none"> ■ Have a minimum of seven (7) years of infrastructure experience working with SAP in client environments of similar scope and size. ■ Have experience with SAP NetWeaver, SAP Enterprise Portals, Federated Portal Network (FPN), SAP NetWeaver Developer Studio, SAP Fiori Applications, and SAP HANA 2.0. ■ Have experience with DB2 databases and AIX operating systems and with establishing, maintaining and optimizing the central infrastructure, application instances and databases

		<ul style="list-style-type: none"> ■ Have experience leading and facilitating workshop sessions to develop technical solution design ■ Have experience developing detailed technical infrastructure diagrams and specifications ■ Possess strong written and oral communication skills
--	--	---

2.11 CONTRACTOR BACKGROUND CHECKS

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

2.12 CONTRACTOR CONFIDENTIALITY

- A. Prior to the commencement of any work, the Contractor **shall** sign and return the Information Sharing Agreement provided by DFA-CIO. Please see Attachment A.
- B. Prior to the commencement of any work, Contractor **shall** obtain and return signed confidentiality statements, provided by DFA-CIO, from all employees and representatives who perform or supervise work on this contract. Please see Attachment B.

2.13 EXPECTED WORK ENVIRONMENT

- A. DFA recognizes the importance of coordination between the Contractor’s staff and DFA’s staff. As such, the State prefers that some technical activities performed in response to this RFP be primarily performed on-site at State managed facilities in Little Rock, Arkansas. See Section 2.10.C regarding preferred onsite staffing. The Contractor **shall** provide the expected onsite availability of all resources assigned to the project in their Project Work Plan (Template T-5) as well as Template T-2.
- B. The Contractor **shall** perform services from a location outside of Little Rock only if approved in advance by DFA. Shared services (staff support such as finance, billing, contracts) may work outside of Little Rock without approval by DFA.
- C. All work associated with this RFP **must** be performed at a location within the United States of America
- D. DFA-OIS will provide necessary office space, furniture and IT equipment to perform work when onsite at the State managed facility.

2.14 PROPOSED WORK PLAN

- A. The Contractor **shall** ensure that the schedules of the proposed project staff have been designed to guarantee timely completion of deliverables and adequate coverage that is acceptable to the State.
- B. The Contractor **shall** be expected to develop and maintain an up to date work plan of all tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated task hours, and completion percentage for all in-process tasks. It is envisioned that the task plans will be revised from time to time.
- C. All dates **must** be arranged so as not to adversely impact normal processing cycles of the Production environment. Special care **must** be given to payroll cycles, year-end SAP system upgrades, Fiscal Year End processing, and Calendar Year End processing.
- D. The final work plan **shall** be mutually agreed upon within thirty (30) days of Contract Award.

2.15 PAYMENT MILESTONES

Below is the preferred milestones/payout schedule. The Contractor may submit an alternate milestone schedule with their proposal in T-4, with the requirement that DFA **shall not** pay more than fifty percent (50%) prior completion of Post Go-Live Support. Achievement of a milestone will be certified by DFA after acceptance of each milestone/deliverable

Milestone	% of Contract Payment
Sandbox Installation/Completion	10
Development/QA Completion	15
Completion of User Acceptance Testing and Go-Live	25
Completion of Post Go Live Support	50

2.16 PERFORMANCE STANDARDS

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

Figure A: Performance Standards

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
<p>On Time Delivery of Project Milestones The Contractor shall deliver each project milestone by the date mutually agreed upon after Contract Award.</p>	<p>Each project milestone completed by mutually agreed upon date.</p>	<p>\$1,000.00 per day for each day a milestone is late.</p>
<p>Zero Downtime for Go-Live The State requires no downtime for Go-Live. Contractor shall implement over a weekend.</p>	<p>Go-Live conducted over a weekend. State experiences no system downtime.</p>	<p>\$2,500.00 per day for each day the system is down.</p>
<p>Performance Tuning System must perform equal to or better than the pre-upgrade performance.</p>	<p>System performs equal to or better than pre-upgrade performance.</p>	<p>\$1,000 per day for each day past Go-Live that the system does not function at the required levels.</p>
<p>Testing The Contractor shall perform all required testing and address and fix all deficiencies identified during testing prior to Go-Live as set forth in RFP Section 2.6.G.</p>	<p>Corrective Action Plan (CAP) submitted within 15 business days, and deficiency corrected within allotted timeframe as stated in the approved CAP.</p>	<p>\$500.00 per business day for each business day the CAP is late and/or \$500.00 per calendar day for each calendar day the deficiency remains uncorrected past the date stated in the CAP.</p>
<p>Post Go-Live Support The Contractor shall provide resolution of High Priority Issues within four (4) hours</p> <p>The Contractor shall provide resolution of Medium Priority Issues within twelve (12) hours.</p> <p>The Contractor shall provide resolution of Low Priority Issues within twenty-four (24) hours.</p>	<p>High Priority Issues resolved within four (4) hours.</p> <p>Medium Priority Issues resolved within twelve (12) hours.</p> <p>Low Priority Issues resolved within twenty-four (24) hours.</p>	<p>\$1,000.00 credit for each hour past four (4) hours a High Priority Issue was not resolved.</p> <p>\$750.00 credit for each hour over twelve (12) hours a Medium Priority Issue was not resolved.</p> <p>\$500.00 credit for each day over twenty-four (24) hours a Low Priority Issue was not resolved.</p>
<p>Documentation All required documentation shall be delivered to OIS within two (2) weeks of Go-Live.</p>	<p>All documentation delivered to OIS within two (2) weeks of Go-Live.</p>	<p>\$500 per business day for each day required documentation is late.</p>

SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal* to verify submission Requirements have been met. *Technical Proposals* that do not meet submission Requirements will be disqualified and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response included in the *Technical Proposal*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

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 committee, 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 *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
Prospective Contractor Experience			
E.1 Corporate Background, Experience, References and Work Location (T-2 Section 1 and 2)	5	15%	105
E.2 Financial Stability (T-2 Section 4)	5	5%	35
Prospective Contractor Staffing and Experience			
E.1 Key Personnel/Staff Experience (T-3 Sections 1, 2, and 3)	5	20%	140
E.2 Roles and Responsibilities (T-3 Section 4)	5	10%	70
Requirements			
E.1 Approach to Upgrade (T-4 Section 1)	5	10%	70
E.2 Project Management (T-4 Section 2)	5	3%	21
E.3 Change Management (T-4 Section 3)	5	3%	21
E.4 Problem Resolution (T-4 Section 4)	5	3%	21
E.5 Knowledge Transfer (T-4 Section 5)	5	3%	21
E.6 Managing Go-Live and Post Go-Live Support (T-4 Section 6)	5	3%	21
E.7 Payment Milestone (T-4 Section 7)	5	3%	21
E.8 Lessons Learned (T-4 Section 8)	5	1%	7
E.9 Issues, Challenges, and Potential Risks (T-4 Section 9)	5	1%	7
Required Plans			
Implementation Plan (T-5 Section 1)	5	9%	63
Testing Plan (T-5 Section 2)	5	4%	28
Knowledge Transfer Plan (T-5 Section 3)	5	3%	21
Go-Live Plan (T-5 Section 4)	5	4%	28
Total Technical Score	85	100%	700

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

D. The proposal'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. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 350 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest total cost as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

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

3.3 GRAND TOTAL SCORE

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

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

3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – GENERAL CONTRACTUAL ITEMS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

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

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

A. The State will not:

1. 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 Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.

- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. 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:
 - 1. 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
 - 2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. 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. 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 Contractor.

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 Contractor-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 Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.

- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

4.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 the State has 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 the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

4.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments](#) to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors 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 Contractor 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 Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor'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 Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor'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 Contractor.
- 10. **AMENDMENTS:** Contractor'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 Contractor. 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 Contractor.
- 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 Contractor 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 Contractor.

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 Contractors 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. Contractor **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 Contractor 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 Contractor agrees that: (a) the Contractor **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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor 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.