



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

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0025	Solicitation Issued:	11/9/2018
Description:	Systems Integrator for Data Center Optimization		
Agency:	Arkansas Development Finance Authority (ADFA) in conjunction with the Department of Information Systems (DIS)		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	December 7, 2018	Proposal Opening Time:	2:00 p.m., Central Time
Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal 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 proposal opening date and time. Proposals received after the designated 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.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 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.
Proposal's Outer Packaging:	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 proposal identification purposes. <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Tanya Freeman	Buyer's Direct Phone Number:	501-682-4140
Email Address:	Tanya.freeman@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

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of the Arkansas Development Finance Authority (ADFA) in conjunction with the Department of Information Systems (DIS) to obtain proposals and a contract for the Systems Integrator (SI) for Data Center Optimization (DCO). The scope of services for this RFP is restricted to the State Data Center located in the multi-agency complex (MAC), the State Data Center West (SDCW) and the new colocation data center. The Contractor **shall** be responsible for the following:

- A. Validation of the baseline information provided.
- B. Discovering and identifying information missing from the baseline information.
- C. Designing and building the target state (refer to Section 3.1) NOTE: The future state architecture developed by the Contractor **shall not** be proprietary such that colocation requirements of the architecture are specific to the services and technology capabilities, and offerings, of a single colocation vendor.
- D. Developing detailed migration plans.
- E. Migrating out of the MAC data center.
- F. Migrating a subset of State of Arkansas agencies' systems (optional to the State).

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 April 1, 2019, 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.
- C. The initial term of a resulting contract will be for two (2) years. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 PROPOSAL 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 **SCHEDULE OF EVENTS**

Milestone	Date
Release the Draft RFP	Monday, October 1, 2018
Questions Due	Friday, October 12, 2018
State's Responses to Prospective Contractor Questions (anticipated)	Monday, October 29, 2018
Release of the Final RFP	Thursday, November 9, 2018
Proposal Opening (Date / Time)	Friday, December 7, 2018 at 2:00 p.m., Central Time
Oral Presentations (anticipated)	Wednesday through Friday, January 23-25, 2019
Anticipation to Award (anticipated)	Wednesday, February 19, 2019
Contract Start Date (anticipated)	Monday, March 25, 2019

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 rejected 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 Prospective 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.
- J. "DIS PMO" means Department of Information Systems Program Management Office
- K. "DCO PMO" means Data Center Optimization Project Management Office and is a subset of the DIS PMO.

- L. "SDCW" means State Data Center West
- M. "MAC" means State Data Center located in the Multi Agency Complex building
- N. "DCO" means Data Center Optimization. It is an important, multi-phase initiative launched June 29, 2017. Its long-term strategic mission is to: help ensure that sensitive citizen and government data, managed and maintained by the state, is housed in a highly secure **location; strengthen** the security of state IT operations; create a more robust statewide cybersecurity program and enhance the state's continuity of operations and disaster recovery capabilities.
- O. "SI" means an enterprise that specializes in implementing, planning, coordinating, scheduling, testing, improving and sometimes maintaining a computing operation. SIs try to bring order to disparate suppliers.

1.8 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. *Proposal Signature Page* signed by an authorized representative of the Prospective Contractor. (See *Template T-1*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to *Templates T-1 to T-6*. (See Section 1.9 below for more information regarding response templates). Proposal response **must** be in the English language.
 - ii. Response to the *Official Price Sheet (Template C-1)*. Pricing **must** be proposed in U.S. dollars and cents
 - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. In addition to the requirements above, the following items should be submitted only in the Prospective Contractor's original *Technical Proposal Response* (marked "ORIGINAL") (See *Template T-6*).
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
 - d. Proposed Subcontractors Form. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as **a cover letter or** promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Response and Official Bid Price Sheet

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

1. Additional Copies of the *Technical Proposal Response*
 - a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Response*.

- b. Six (6) electronic copies of the *Technical Proposal Response*, preferably on flash drives. CDs will also be acceptable. Do not send electronic copies via email or fax.
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the Official Bid Price Sheet

- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Response* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Response*.

3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Response*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. Prospective Contractor's *Technical Proposal Response* and *Written Questions* **must** be created using the Response Templates. The following illustrates at a high-level the contents of each Response Template:

Section / Template	Name	Description
O-1	<i>Written Questions</i>	<ul style="list-style-type: none"> Prospective Contractor must submit written questions using <i>Response Template O-1 Written Questions</i>.
T-1	<i>Cover Letter</i>	<ul style="list-style-type: none"> Prospective Contractor should include a transmittal (cover) letter, table of contents, executive summary, Prospective Contractor contact information and locations, subcontractor contact information and locations, required forms and demonstration of the fulfillment of the Minimum Mandatory Qualifications in <i>Response Template T-1 Cover Letter</i>. Prospective Contractor's authorized signature on the <i>Response Template T-1</i>.
T-2	<i>Corporate Background and Experience</i>	<ul style="list-style-type: none"> Prospective Contractor should include an overview of the Prospective Contractor's organization, corporate background, and documentation of the Prospective Contractor's experience providing similar services in <i>Response Template T-2 Corporate Background and Experience</i>.

Section / Template	Name	Description
T-3	<i>Project Organization and Staffing and Staff Experience</i>	<ul style="list-style-type: none"> Prospective Contractor should include the proposed approach to: project organization plan; key staff; subcontractor(s) (if applicable); staff contingency plan; staff management plan; staff retention; and the Prospective Contractor's approach to working with the Project staff in <i>Response Template T-3 Project Organization and Staffing and Staff Experience</i>. If Prospective Contractor is proposing to use a subcontractor, the Prospective Contractor should include a summary of the proposed staff (prime and subcontractor) and experience in working together on projects.
T-4	<i>Methodology and Requirements Approach</i>	<ul style="list-style-type: none"> Prospective Contractor should provide a narrative regarding the methodology and approach to meeting the requirements of the RFP in <i>Response Template T-4 Methodology and Requirements Approach</i>.
T-5	<i>Project Planning</i>	<ul style="list-style-type: none"> Prospective Contractor should include the Work Plan that will be used to implement the proposed services in <i>Response Template T-5 to Work Plan and Deliverables</i>. Prospective Contractor's Work Plan should demonstrate that the Prospective Contractor has a thorough understanding of the SOW and what must be done to satisfy all requirements.
T-6	<i>RFP Checklist</i>	<ul style="list-style-type: none"> Prospective Contractor should include a completed checklist verifying that all RFP response requirements have been met in <i>Response Template T-6 RFP Checklist</i>. Prospective Contractor should include the following in the original Response Template T-6 <u>only</u>: <ul style="list-style-type: none"> VPAT 98-04 Contract and Grant Disclosure Equal Opportunity (EO) Policy

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Solicitation* in writing via email by 11:59 AM, Central Time on or before the date listed in Section 1.5 of the RFP to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
- 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*. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - 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 or around the date in Section 1.5. 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 proposal 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.

1.11 **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 *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 rejected.

1.12 **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 *Solicitation* or in the Response Templates. **Do not** attach any additional information to the Subcontractor Contact Information table in *Template T-1*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.13 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) (*Template C-1*). If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the proposal opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Response* 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.

1.14 **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.

1.15 **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.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. 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 Response*. 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.

1.17 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.
- I. For the selected Contractors, background checks **shall** be required if a Contractor(s) employee(s) will be working unescorted at a State data center site. The Contractor(s) employee(s) **shall** undergo an Arkansas Crime Information Center (ACIC) and National Crime Information Center (NCIC) background check and have no objectionable items found. Background checks **shall** be at contractor(s) own expense.

1.18 **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 proposal opening may extend the opening date and time 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 proposal opening.

1.19 **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. Prior to negotiations, the State may choose to enter into discussions with any responsible offeror determined to be reasonably susceptible to being selected for award.
2. 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.
3. 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.

1.20 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*.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. 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 to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, 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.

1.23 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.

1.24 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 rejected.

1.25 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.
- F. Prospective Contractor should include proposed Solution’s Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21 and 36 C.F.R. § 1194.22 in *Template T-6*.

1.26 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: <https://www.dfa.arkansas.gov/intergovernmental->

[services/state-technology-cost-analysis/architecture-compliance/](#). Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.27 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.

1.28 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 rejected.

1.29 RESERVATION

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

SECTION 2 –BACKGROUND

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

2.1 BACKGROUND

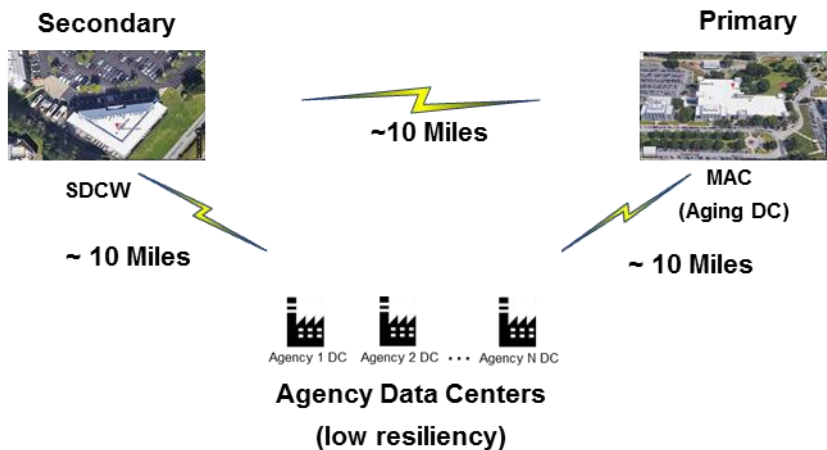
The Department of Information Systems (DIS) serves as a provider of IT services, including infrastructure services to various government agencies of the State of Arkansas, as well as local government and state and local educational entities. DIS currently operates two (2) data centers (State Data Center West (SDCW) and State Data Center MAC (MAC)) in the metropolitan region of Little Rock, AR. DIS offers the following services to its customers:

- A. **Equipment hosting:** DIS provides space in their data centers along with facilities support, network, storage and basic firewall services; secure access provided to authorized personnel.
- B. **Dedicated server hosting:** DIS offers Dedicated Server Hosting (Windows, Linux and UNIX) for Agencies who want a comprehensive hosting solution. DIS provides the hardware, and customers provide the software.
- C. **Exchange Email:** DIS Enterprise Exchange is a highly available e-mail package including e-mail access, calendaring, anti-spam and anti-virus technology supported by a team of experienced professionals. DIS has entered into a statewide enterprise agreement with Microsoft, consolidating all licenses procured by the State into a single agreement. A result of this is the migration to cloud-based Office 365, which includes the Exchange email. This migration is scheduled to be completed by December 2018.
- D. **Mainframe Services:** DIS Mainframe Transaction Processing service provides computer automation through online transactions, batch jobs and interactive sessions via TSO/CMS that allows customers to efficiently store, access, and process information using a highly available system.
- E. **Microsoft Active Directory:** DIS provides Active Directory (AD) services that provide small and medium sized customers with a reliable working environment and high levels of reliability and performance. The AD services include:
 - 1. Hosted Active Directory Domain
 - 2. Hosted Domain Services
 - 3. Account Management
 - 4. Hardware Management
- F. **Microsoft SharePoint Hosting:** DIS offers different options for the SharePoint hosting service:
 - 1. Agency Internal Use
 - 2. Agency External Use
 - 3. Intra-Agency
 - 4. State Applications

2.2 CURRENT STATE ARCHITECTURE

- A. In mid-2017 DIS launched an important multi-phased initiative. This initiative includes optimizing and consolidating the State's data center assets, unifying the IT infrastructure to streamline State government operations, reduce costs and energy consumption, and improve service delivery and efficiency across executive branch agencies. The long-term strategic mission is to:
 - 1. Help ensure that sensitive citizen and government data, managed and maintained by the State, is housed in a highly secure location.
 - 2. Strengthen the security of State IT operations.
 - 3. Create a more robust Statewide cybersecurity program.
 - 4. Enhance the State's continuity of operations and disaster recovery capabilities.

B. The diagram below represents the current data center environment for the State.



C. Overview of Space and Storage

The table below represents the data center space by agency as of Q4 2017

Data Center Space By Agency as of Q4 2017		
#	Agency	Space (sf)
1	DIS (MAC)	9,000
2	DIS (SDCW)	8,100
2	State Police	2,500
3	Finance & Administration	1,425
4	Human Services	1,200
5	Health Department	844
6	Emergency Management	616
7	Economic Development	572
8	Crime Information Center	350
9	Community Correction	280
10	Correction	200
11	All others combined	8,600
		33,687

The table below represents server and storage assets as of Q4 2017.

Server and Storage Assets as of Q4 2017			
#	Agency	Total Servers	Raw Storage (TB)
1	DIS	1,266	1,698
2	State Police	171	1,929
3	Finance & Administration	755	2,604
4	Human Services	282	524
5	Health Department	265	617
6	Emergency Management	83	30
7	Economic Development	28	58
8	Crime Information Center	73	56
9	Community Correction	14	54
10	Correction	59	196
11	All Others	663	1,795
		3,659	9,561

D. Facilities Overview

1. MAC Data Center

- a. Tier 1 facility (not certified)
- b. 11,600 SF floor space and 106 racks
- c. Utilized floor space 3800 SF
- d. Average rack density 2.4 kW per rack
- e. 2 UPS - APC Symmetra PX 375 kW
- f. 2 generators - one at 500 kW for data center and one at 275 kW for redundant cooling system
- g. Baseline volumes
 - i. 749 Servers (Physical, Virtual)
 - ii. 1200 TB (1.2PB) Tier 1 Usable Storage
 - iii. 114 Network devices (Routers, Switches, Load Balancers)
 - iv. 20 Security devices (Firewalls, IDS, IPS)

2. SDCW Data Center

- a. Tier 2 facility (not certified)
- b. 8000 SF floor space and 68 racks
- c. Utilized floor space 1050 SF
- d. Average rack density 2.6 kW per rack
- e. 2 UPS - Liebert Series 600T 720 kW
- f. 3 generators - two at 1,350 kW each and one at 2,250kW
- g. Baseline volumes
 - i. 85 Servers (Physical, Virtual)
 - ii. 750 TB Tier 1 Usable Storage
 - iii. 58 Network devices (Routers, Switches, Load Balancers)
 - iv. 11 Security devices (Firewalls, IDS, IPS)

E. Overview of Application Environment

The table below summarizes the total number of applications distributed across both data centers.

Criticality	No. of applications
Mission Critical	14
Business Critical	30
Group Critical	9
Non-critical	7
TOTAL	60

F. Overview of Servers

For more details, refer to Attachment A - Server Details, 2018 Server Inventory DIS only

DC Location Environment	Age of the servers (in years)				Total
	0 - 1	2 - 5	6 - 10	> 10	
MAC					
Physical	8	80	19		107
Dev		1			1
Production					
Stage					
Test					
Virtual					
Dev		47			47
Production		508			508
Stage					
Test (Lab, QA)		86			86
SDCW					
Physical					
Dev					
Production	16	40			56
Stage					
Test					
Virtual					
Dev					
Production		28			28
Stage					
Test		1			1
Grand Total	24	791	19		834

	SDCW			MAC			Grand Total
	Physical	Virtual	Total	Physical	Virtual	Total	
Linux							
Dev				1		1	1
Production	27		27	1	4	5	32
Test							
Unix							
Dev							
Production	2		2	13		13	15
Stage							
Test							
Windows							
Dev					47	47	47
Production	27	28	55	93	504	597	652
Stage							
Test		1	1		86	86	87
Grand Total	56	29	85		641	749	834

G. Overview of Network Architecture

For more details, refer to Attachment C - Network and Security Details

	<u>SDCW</u>	<u>MAC</u>	<u>Grand Total</u>
Data Center			
Cisco Chassis/L3 Switch	0	5	5
Cisco Router		2	2
Cisco Switch	6	59	65
HP Switch	5	0	5
Wireless Access Point	2	2	4
Firewalls	2	6	8
VoIP Gateways	1	9	10
F5			
Server Load Balancer	2	2	4
WAN Network			
Cisco Chassis/L3 Switch	2	6	8
Cisco Switch	2	2	4
Cisco Router	0	8	8
HP Router	2	0	2
IDS/IPS			
Firepower	3	3	6
Juniper Internet Access			
Router	1	1	2
Customer Owned Network Devices			
Switches	34	16	50
Routers	1	2	3
Firewalls	6	9	15
IDS/IPS	0	2	2
Grand Total	69	134	203

H. Overview of Storage Environment

For more details, refer to Attachment B - Storage Details

	SDCW		MAC	
	Raw Disk Space in TB	Usable Disk Space in TB	Raw Disk Space in TB	Usable Disk Space in TB
NAS				
NetApp				
Tier 1- High Performance				
Tier 2- Standard				
Tier 3- Low Performance				
SAN				
3PAR		750		1200 (1.2 PB)
(blank)				
Grand Total				

Equipment Age (in years)	SDCW	MAC
NAS		
NetApp		
> 5		
0 - 1		
1 - 3		
3 - 5		
SAN		
3PAR		
> 5		
0 - 1	1	1
1 - 3		
3 - 5		
Grand Total	1	1

I. Overview of Mainframe Environment

Inventory Name	MAC	SDC-W
		DR
Manufacturer, Model Name	IBM 2028	IBM 2096
OS and Version	1.13	1.13
Number of Servers	1.00	1.00
General-Purpose Processors	3	3
Specialty Processors - zIIP and zAPP	0	0
Specialty Processors - IFL	0	0
General-Purpose MIPS	255	
Specialty Engine MIPS - zIIP and zAPP	0	0
Specialty Engine MIPS - IFL	0	0
Utilized MIPS (General-Purpose)	0	0
Utilized MIPS (Specialty)	0	0
Total Utilized MIPS	0	0
Associated RAM (GB)	32.000	32.000
Number of LPARs per Box	4	1
Annual Batch CPU Minutes	0	0
Annual Interactive CPU Minutes	0	0
Annual Online CPU Minutes	0	0
Notes	32 capacity capped at 20	32 capacity capped at 20

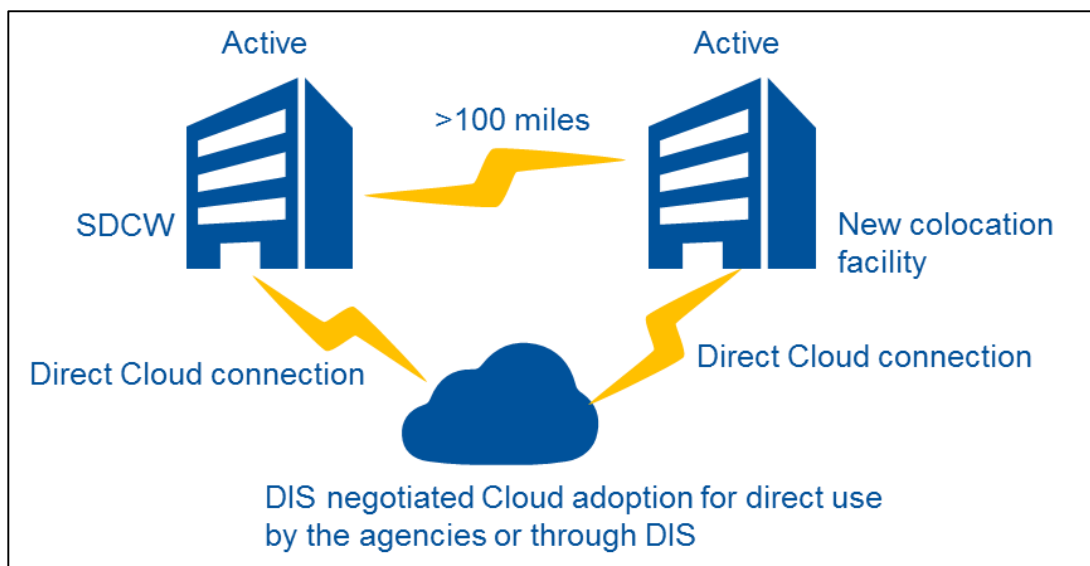
Capable of 4

2.3 FUTURE STATE

DIS aims to build a shared foundation for next generation digital government that all customers can use for current and future services. The information in this section provides an overview and DIS' vision of the target state architecture of the data center environment. DIS intends to migrate customers positioned to do so, along with existing DIS systems, from the current MAC data center into the State's new Shared Services Environment as part of the Data Center Optimization (DCO) initiative.

A. Key Characteristics of the Target State Architecture

DIS will provide direction and guidance to the Contractor on the envisioned high-level target state architecture. The target state architecture will address many business challenges and risks that agencies and the State face today. The Contractor **shall** align its overall approach and methodology for achieving the target state architecture, per the depiction below.

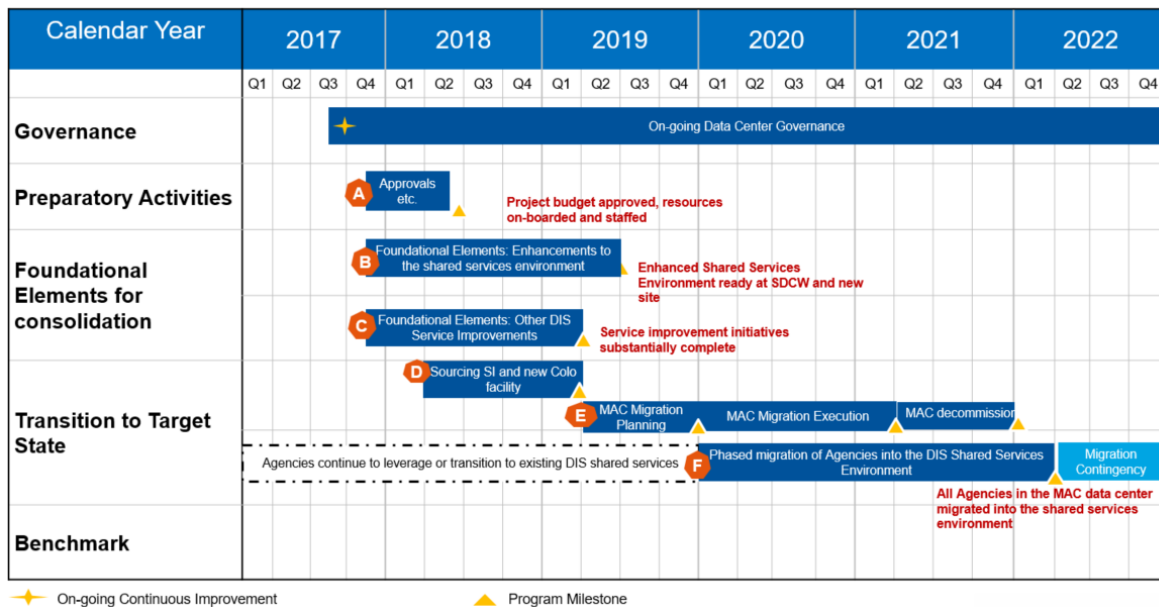


The State's data center operations **must** run as a Shared Services infrastructure across two active data centers, augmented with hybrid cloud capabilities (public and private). The current SDCW data center **must** continue in the target state and **must** be the primary production data center. The new colocation facility **must** act as a second data center and **must** be more than 100 miles from the primary data center. The SDCW data center and the new colocation facility **must** operate in an active-active mode to render much-needed resiliency in the current data center environment. **The active-active mode must be for an application at a single data center with capability to move to a second data center and service requests there in the event of failure of the hosting site.**

DIS will also negotiate with a public cloud provider to reduce its on-premises IT infrastructure footprint. DIS will evaluate the public cloud providers to ensure security and enhanced performance and will enable direct cloud connectivity from the SDCW data center and the new colocation facility to the public cloud. The Contractor **shall** assist DIS in determining network connectivity and bandwidth requirements. **The Contractor shall provide application and infrastructure disposition for possible decommission or evaluation to move workload to the public cloud.** After steady state operations are established, the MAC data center will be decommissioned.

B. Migration Roadmap to Implement Data Center Optimization Strategy

DIS has developed a five-year roadmap outlining various tasks and timelines to implement the Data Center Optimization strategy. The figure below depicts a high-level view of the major milestones that have been envisioned. DIS will finalize sourcing of the colocation facility by Q1 2019. MAC migration planning will be a parallel activity, which will continue through Q4 2019, thereafter MAC migration execution will kick-off.

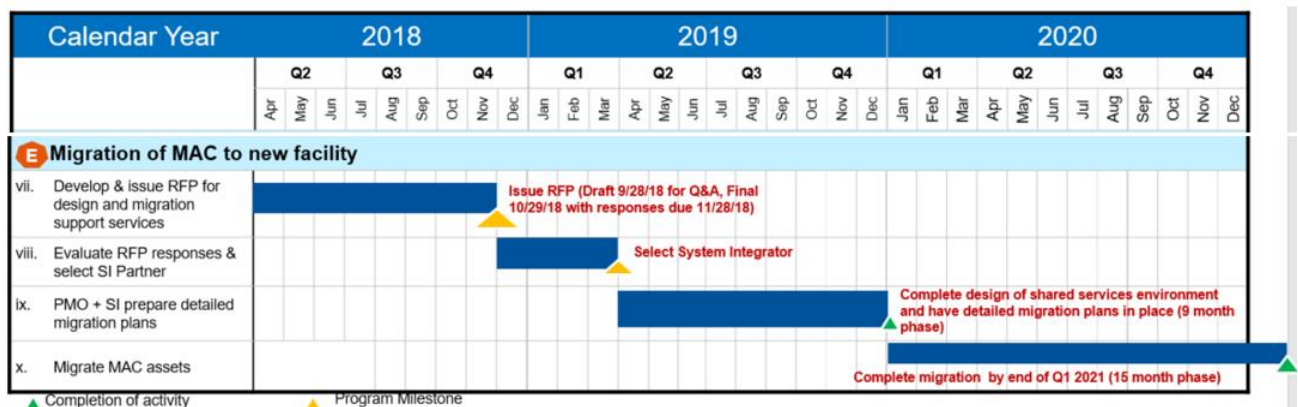


A brief description of the respective tasks has been mentioned below:

- Task A:** Preparatory activities prior to commencing overall data center transformation.
- Task B & Task C:** Laying down a solid foundation of initiatives and enhancements that lead to deployment of the next generation of shared services.
- Task D:** Activities pertaining to sourcing of the Systems Integrator plus the new colocation facility.
- Task E:** Onboarding a Contractor to carry out the design of the new Shared Services Environment, develop the migration plan, and execute the migration of MAC to the new environment.
- Task F:** Consolidation planning and migration of agencies' IT environments into the new Shared Services Environment (optional to the State).

C. MAC Migration Roadmap for Transitioning to Target State

Task E (MAC Migration Planning and MAC Migration execution) outlined as part of "Transition to Target State" is the core of the migration strategy. The figure below depicts a high-level view of the activities that **must** be carried out as part of planning and migrating out of the MAC data center. The existing production services at MAC **must** be migrated to SDCW and/or the new colocation data center as part of MAC migration initiative. The migration plan **must** be executed to ensure minimal disruption to day-to-day operations.



The Contractor **shall** adhere to the above stated timelines for migrating the IT infrastructure environment from the MAC data center to SDCW and the new colocation facility. DIS PMO will handle coordination and communication with all the stakeholders. Once the Contractor is finalized, DIS PMO will jointly work towards creating a detailed migration plan and execute the plan starting Q1 2020, for migrating from the MAC data center to the new Shared Services Environment. This will also include collaborating with customers to assess and communicate potential impacts of the migration to their operations. Any forklift migration of assets and data **must** be accomplished by the end of Q1 2021. **DIS will retain responsibility for all physical relocation of data center assets. If support (such as recommending, or assisting with a solicitation of professional data center equipment relocation services or OEM resources where required by the manufacturer) for any physical relocation of assets is required by DIS, the Contractor shall provide the additional support services. All costs for additional support services will be negotiated per occurrence.** DIS PMO will provide on-going support to the migration team. Once migration from the MAC data center is complete, the Contractor **must** hand-off the new Shared Services Environment to steady state operations.

The overall migration can be divided into migration waves, which may include parallel activities in multiple tracks. The Contractor **shall** structure the migration waves in conjunction with DIS. Each wave **must** constitute a specific set of servers, storage, backup, network, and security volumes. DIS **shall** have the discretionary right to postpone waves, as necessary. DIS will initiate each migration wave by presenting a list of assets that need to be migrated in the agreed format with the agreed notice. The Contractor **shall** process the migration request upon reception of DIS' wave initiation request. DIS **shall** have final approval of the migration wave request. Each migration wave **must** consist of the following activities at a broad level:

1. Pre-migration: Preparation and project kick-off
2. Plan, design and architecture: Data gathering and low-level design
3. Build and data migration: Server, storage and network build and data migration
4. Testing and handover: System integration, testing, user acceptance testing and sign-off

The migration plan **must** include migration of the IT Infrastructure components from the MAC data center to the new Shared Services Environment, as listed in Section 2.2 Current State Architecture. It is expected that there will be some variance in the counts prior to the final design and actual migration in 2019 and 2020. **The migration plan must allow for migrating whole applications and/or agency environments including all related servers and storage.**

D. Agencies Migration to Shared Services Environment

(Agency migration is an optional service that DIS may or may not choose to utilize. **The Prospective Contractor shall include all items requested in their proposal response.**) If this optional service is awarded, the following shall be performed by the Contractor.

Task F (Phased Migration of Agencies into the DIS Shared Services Environment) is the culmination of the DCO effort. The planning and migration of a subset of the Agencies systems **shall** be performed by the Contractor. The existing Agencies systems/services **must** be migrated to the Shared Services Environment at the SDCW and/or the new colocation data center. The migrations **must** be executed to ensure minimal disruption to day-to-day operations. **There are currently eighty-four (84) agencies, boards, and commissions that will be migrated within Task F.**

The Contractor **shall** adhere to the above stated timelines for migrating the IT infrastructure environment from the Agencies' locations to SDCW and the new colocation facility. DIS PMO will handle coordination and communication with all the stakeholders. Once the Contractor is finalized, DIS PMO will jointly work towards creating detailed migration plans and execute the plans starting Q1 2020, for migrating designated Agencies systems/services to the new Shared Services Environment. This will also include collaborating with customers to assess and communicate potential impacts of the migration to their operations. Any forklift migration of assets and data **must** be accomplished by the end of Q1 2021. Contractor PMO will provide on-going support to the migration team. Once migration of the designated Agencies systems/services are complete, the Contractor **must** hand-off those systems/services, resident on the new Shared Services Environment, to steady state operations.

The Agencies' migrations may include parallel activities in multiple tracks. The Contractor **shall** structure the Agencies' migrations in conjunction with DIS. Each Agency migration **must** constitute a specific set of servers

(physical or virtual), storage, backup, network, and security volumes. DIS **shall** have the discretionary right to postpone migrations, as necessary. DIS will initiate each Agency migration by presenting a list of assets that need to be migrated in the agreed format with the agreed notice. The Contractor **shall** process the migration request upon reception of DIS' migration initiation request. DIS will accept and sign-off the migration request. Each Agency migration **must** consist of the following activities at a broad level:

1. Pre-migration: Preparation and project kick-off.
2. Plan, design and architecture: Data gathering and low-level design.
3. Build and data migration: Server, storage, and network build and data migration.
4. Testing and handover: System integration, testing, user acceptance testing and sign-off.

The migration plans **must** include migration of the Agencies' systems/services from their current locations to the new Shared Services Environment, as listed in Section 2.2 Current State Architecture. It is expected that there will be some variance in the counts prior to the final design and actual migration of the initial increment of Agencies' systems in 2019 and 2020.

2.4 STRATEGIC PRIORITIES AND INITIATIVES

DIS has various strategic business and IT priorities and initiatives, which can directly or indirectly impact the optimization. Prospective Contractors should review Attachment H for an outline of projects that are planned or in progress that Prospective Contractors **shall** consider when developing their response.

2.5 ROLES OF OTHER SUPPLIERS

DIS has engaged Gartner, Inc. to provide ongoing assistance and advice relating to this RFP. Other suppliers or vendors, with which the Contractor may need to collaborate during the project, are Cisco, Microsoft, Dell, VMWare, cloud provider(s), and colocation provider.

SECTION 3 –STATEMENT OF WORK

3.1 TARGET STATE DESIGN STATEMENT OF WORK

This Statement of Work specifies the Contractor's responsibilities for designing, architecting and implementing the target state infrastructure for shared services.

A. Overview and Objectives

The Shared Services Environment is a vital enhancement to enable DIS to fulfill its mission in achieving efficiencies through IT infrastructure consolidation across State agencies. The Arkansas State Government Executive Leadership aims to transition all agencies to a new environment comprised of:

1. Highly-virtualized, automated, and optimized X86-based shared server platforms, as well as shared tiered storage, and data center networking components, across two primary data centers (SDCW and new colocation data center)
2. Self-service provisioning for the new shared services platforms, via Infrastructure as a Service (IaaS)
3. The new environment will operate in active-active mode across both data centers with the capability to host production and non-production environments at both sites and to support failover from one site to another with minimum impact to production workloads
4. Cloud service broker (CSB) capabilities for multi-cloud environment, providing access to on-premise private as well as public and government cloud environments
5. Single cloud management interface (single pane of glass) to access/manage hybrid cloud landscape
6. Data protection capabilities that align with the state agencies' business requirements
7. Disaster recovery and high availability services across both data centers as well as Disaster Recovery as a Service (DRaaS) solutions where appropriate
8. Managed physical presence for dedicated physical assets, owned by the agency, that cannot be virtualized or cannot leverage the shared services platform (on exception basis)

B. Project Considerations

1. Scope

The following sections provide further definition to the design and build activities to be performed by the Contractor in standing up the Shared Services Environment. The following are excluded from this SOW:

- a. Services required to run the steady state operations (Operational Managed Services).
- b. Procurement of any hardware or software as part of the Shared Services Environment infrastructure.
 - i. Recommendations from the Contractor for the procurement of any hardware or software will be considered by the State during the first third of the nine-month design phase.

2. Service Locations

For the purpose of building-out the new environment, the primary facility is within the State of Arkansas, city of Little Rock. The location of the colocation facility is to be determined. It **must** be at a distance greater than 100 miles from Little Rock, Arkansas. All services **must** be performed at Contractor or DIS-owned facilities approved by DIS. **All work performed shall take place in the continental United States.**

3. Personnel

Unless otherwise specified and agreed to by DIS and Contractor, the Contractor **shall** be responsible for supplying appropriately-skilled staffing for the design and build activities, roles and responsibilities; DIS resources will be responsible for operating and maintenance once the environment has achieved steady-state.

4. Policies, Procedures, and Standards

Contractor **shall** comply with all policies, procedures, and standards in Attachment F. Details of the outlined policies, procedures, and standards will be available to the Contractor upon award.

5. Purchase Orders, Agreements and Licenses

Based on the design, evaluation, and PoCs as may be required, the Contractor **shall** create and DIS **shall** have the final approval of a Bill of Materials required to build-out the Shared Services Environment. DIS will be directly responsible for all procurement and/or licensing activities with the various providers.

a. PoCs **must** be delivered during the first third of the nine-month design phase.

6. Future Initiatives

The Contractor is encouraged to make recommendations that are beneficial to DIS; however, it is up to DIS discretion to treat them as future initiatives and defer implementation to a later date unless these are critical to the functioning of the target state.

7. Baseline Information

Detailed inventory information is included Attachments A-H, in order for the Contractor to be able to ascertain the size and scale of the Shared Services Environment and determine the workload that can migrate into this environment.

C. Key Characteristics and Roles and Responsibilities

The Contractor **shall** develop the technical architecture and the detailed engineering framework for deployment of a highly-virtualized and automated shared services infrastructure environment with self-provisioning, orchestration, metering and billing, high availability, Disaster Recovery and public cloud connectivity capabilities. DIS will provide direction and guidance to the Contractor on key technical specifications of the future-state infrastructure architecture for inclusion in their design considerations.

The following tables identify general roles and responsibilities associated with this SOW that **must** be met. An "X" is placed in the column under the Party that will be accountable for performing the task.

1. General and Shared Services Deployment

	Roles and Responsibilities	Contractor	DIS
1.	Identify prerequisites like software licenses, hardware, facility, access to DIS environment which are essential for the project implementation	X	
2.	Approve the requested prerequisites		X
3.	Prepare the new colocation data center and SDCW for deployment of the new physical infrastructure.		X
4.	Deploy, and configure tools or solutions required for the shared services implementation on the X86 platform.	X	
5.	Provide bill of materials (BoM) for procurement of all hardware and software licenses for deployment of new shared services	X	
6.	Provide or procure tools and software licenses for on-going monitoring, management and administration of servers, tiered storage and back-up, network and security elements including IT Service Management (ITSM).		X
7.	Procure required software licenses for the proposed shared services solution implementation		X
8.	Procure required hardware for the proposed shared services solution implementation		X
9.	Deployment of PoC and Pilot for the Shared Services Environment prior to approvals by DIS for production deployment	X	X

10.	Full testing and commissioning of the Shared Services Environment, multi-cloud environment, Cloud Service Broker (CSB), cloud management platform (CMP), and all automation and self-service capabilities and any other components required to satisfy requirements of 3.1	X	
11.	Knowledge transfer to the DIS support team to the level of satisfaction and support the parallel run of the newly built environment for a defined period as agreed with DIS.	X	X
12.	Steady State operation of the shared service environment comprising of servers, storage and back-up, network and security elements		X
13.	Comply with DIS policies and standards and applicable regulations, including information systems, personnel, physical and technical security	X	
14.	Implement and maintain security controls to prevent leakage of the customer's data	X	
15.	Protect the DIS' data and systems from unauthorized access at all times	X	
16.	Create, maintain and provide all appropriate project plans, project time and cost estimates, technical specifications, management documentation and management reporting in a form/format that is acceptable to Client	X	
17.	Implement the proposed shared services solution with DIS V&C CoE working in tandem with the Contractor implementation team	X	
18.	Alignment of the Shared Services Environment with the service catalog, as defined by DIS	X	
19.	Review/approve all Contractor generated documentation and design products, in a timely manner, so as not to impede progress on the project		X
20.	Sign off on the overall architectural design of the Shared Services Environment		X

2. Design and Architecture

Roles and Responsibilities		Contractor	DIS
1.	Assess requirements of workloads that can be migrated from the DIS and State Agency data centers to the Shared Services Environment	X	
2.	Develop a hybrid architecture that recommends the optimal delivery options to deliver mature hybrid hosting services (e.g. IaaS, PaaS, SaaS)	X	
3.	Explore and evaluate strategies to consolidate the server instances and homogenize and standardize the system types	X	
4.	Incorporate considerations for integration of common services, security services, DCIM, capacity management and hosting infrastructure changes into the design activities.	X	
5.	Contractors solution must meet all federal compliance requirements imposed upon DIS including but not limited to: HIPPA, PCI, FTI	X	
6.	Perform Proofs of Concept (PoC) demos and finalize technical components in consultation and approval with DIS PMO	X	
7.	Develop future planning recommendations to refine, improve, and advance the infrastructure: data center facilities and operational engineering; service management, and application migration and management	X	
8.	Target state design and architecture of on-prem IaaS, compute, tiered storage, and back-up, network, and security elements in the new colocation facility and SDCW.	X	

9. Define, review and approve monitoring requirements and policies.		X
10. Define and document the standards for operations and maintenance required to support the architecture	X	
11. Create recommendations to transform and migrate to the new environment, based upon past experience and industry best practices at the same time aligned to DIS requirements	X	
12. Provide performance parameters for all critical systems		X

3. Virtualization

While DIS is open to exploring new technologies, it would be relevant to note that DIS has made a significant investment in VMWare and the State team has deep technical support capabilities on the platform. There are also a few large customers of DIS that have historically preferred Microsoft Hyper-V, as it is less expensive. Hence, the target state architecture **must** consider handling both virtualization technologies. DIS would also like to build the capability to leverage virtual capacity from the public cloud to augment its own physical infrastructure. The Contractor **shall** provide appropriate depth of expertise in the areas of virtualization and cloud technology platforms, to support DIS cloud initiatives.

	Roles and Responsibilities	Contractor	DIS
1.	Design and implementation of the virtualization stack based on VMWare and Microsoft HyperV platforms and associated technologies	X	
2.	Approve overall design and implementation approach of the virtualization stack		X

4. Automation

DIS realizes that no single tool can automate all infrastructure operations scenarios and may require a suite of tools. The tools strategy **must** focus on minimizing overlapping or redundant tools, in order to yield savings and efficiencies. An approach that optimizes / supplements currently-existing tools might help accelerate benefits realization. The following key points describe DIS' key tools and automation capabilities expectations, for the shared services infrastructure services solution:

- a. The Contractor **shall** assess current DIS business workflows and underlying technology, required for DIS-defined service catalog, and design automated future-state approval processes and underlying automated workflow framework.
 - i. The service catalog will be developed during a foundational element for ITSM.
- b. The Contractor **shall** include a central repository of all configuration parameters to enable automation of services (i.e., Configuration Management Database – CMDB). **The Contractor's solution must provide data (e.g. Server, Storage, Facilities equipment, Applications and Network equipment as outlined in this RFP) to populate the CMDB.**
- c. Service automation and movement towards self-service is one of the key objectives of the shared services initiative. The Contractor's proposed solution **must** assist DIS with the evaluation and implementation of the automation solution, oriented towards the following requirements:
 - i. Event Automation
 - ii. Auto remediation and self-healing
 - iii. Automated CMDB update
 - iv. Workload Automation
 - v. Server Automation

- d. The Contractor's solution **must** support implementation and population of an overall CMDB solution and other related repositories, as necessary.

	Roles and Responsibilities	Contractor	DIS
1.	Evaluate DIS environment and identify the opportunities for automation and self-provisioning of the X86 compute environment	X	
2.	Identify the integration points essential for integrated automation solution deployment	X	
3.	Approve the designed automation solution		X
4.	Propose product / solution catering to the automation requirements defined in Section 3.1	X	
5.	Implement the proposed automation solution along with the required integration with other solutions in alignment with DIS V&C CoE team	X	X
6.	Implement tools for on-going monitoring, management and administration of servers, storage and back-up, network and security elements	X	
7.	Transition of the IT Infrastructure operations activities and tools to DIS	X	
8.	Sign-off on transition of IT Infrastructure operations		X

5. Self Service IaaS provisioning

Managing hybrid IT workloads delivered by the enterprise and external cloud providers is a challenge. A mechanism that unifies provisioning workflow across all the software-defined architecture providers would accelerate DIS' transformation into a service broker. The Contractor **shall** compare the capabilities of the native provisioning tools provided by the various cloud services providers vis-a-vis a multi-platform provisioning tool and recommend the option that best meets DIS objectives. The Contractor **shall** help DIS self-service IaaS provisioning with the following capabilities:

- a. On-demand IaaS provisioning (on-premises, public or private cloud)
- b. On-demand virtual compute, storage and backup
- c. Metering and Billing: All metering and billing should be usage-based and reported in real time.

Note: Environment (comprising of self-service IaaS provisioning, automation, and orchestration) **shall** be deployed by the Contractor and supported by DIS Virtualization & Cloud (V&C) Center of Excellence (CoE) team. The enhanced functionality **must** be deployed on the shared services platforms that are deployed at SDCW and the new colocation site.

	Roles and Responsibilities	Contractor	DIS
1.	Deploy a single pane of glass user portal to centralize all the infrastructure requests, including multi-cloud access.	X	
2.	Engage with DIS stakeholders to understand the DIS environment and identify the use cases for self-service	X	
3.	Evaluate, design, deploy, and configure a feature rich Cloud Management Platform (CMP) for interacting with the cloud services	X	
4.	Provide a self-service ability to create infrastructure templates and blueprints for IaaS	X	
5.	Deploy and configure access to real-time performance monitoring service that must be accessible from a service interface or the management console for the Shared Services Environment	X	
6.	Develop workflows for on-demand IaaS provisioning	X	

7.	Identify the integration points essential for self-service IaaS provisioning	X	
8.	Identify a mechanism for automated metering and chargeback to agencies and business units based on usage	X	
9.	Propose Cloud Orchestration solution catering to the IaaS provisioning and Orchestration defined in Section 3.1	X	
10.	Implement the proposed solution and integrate with other solutions in tandem with DIS V&C CoE team	X	X

6. Orchestration

DIS envisions the target state data center environment be based on a hybrid architecture comprising components that could be on- or off-premises and within cloud or non-cloud environments. The Contractor **shall** identify the technical components and interactions needed per the DIS service catalog and appropriate cloud computing automation domains need to be selected. The Contractor **shall** assist in proposing appropriate SLAs / performance metrics and recommend a cloud management platform that provides brokering connectivity between on- and off-premises environments while also applying policy, governance and permitting domain specific orchestration. The Contractor's proposed orchestration solution **must** address the following requirements:

- a. Multi-cloud lifecycle management services allowing workloads to be migrated between clouds (private or public) and the on-premises virtual environment.
- b. Leverage public cloud offerings (AWS, Azure, Google Cloud etc.) as part of the strategy and provide management capabilities across multiple cloud environments. The proposed cloud orchestration solution **must** include the following capabilities:
 - i. Cloud lifecycle management across multi-cloud platforms.
 - ii. Role-based access control.
 - iii. Policy-based governance and workflow.
 - iv. Automated cost optimization by detecting inactive workload and notifying DIS and / or suspending them.
 - v. Cloud provisioning templates or blueprint creation capability.
 - vi. Single pane of glass providing system administrator visibility across the entire cloud environment and enabling effective management capabilities.
- c. The Contractor **shall** transition all new processes and policies from the State's traditional IT operations to the future state.

7. High Availability

DIS will collaborate with the Contractor to establish the approach to infrastructure resiliency.

- a. The Contractor **shall** incorporate the following in their target state design:
 - i. Infrastructure resiliency
 - ii. Redundancy standards that are equal to or better than those implemented in the current operational solution.

Specific considerations will be given to newer State agencies that might become part of the shared services such as Public Safety, Health, etc.

	Roles and Responsibilities	Contractor	DIS
1.	Assessment of DIS environment to identify and categorize the compute and storage candidates for high availability	X	

2.	Design a high availability plan based on mean time to repair (MTTR) objective of the identified candidates	X	
3.	Approve the proposed high availability design		X
4.	Implement the proposed high availability solution catering to the requirements defined in section 3.1	X	

8. Public Cloud Connectivity

As part of the overall transformation initiative, DIS is considering moving some of its hosted systems to a new colocation facility. The system **must** provide direct connectivity to public cloud service providers as that ensures reliability, faster speed, lower latencies, and most importantly higher security as compared to traditional Internet connections. The Contractor may consider other alternatives that meet DIS objectives and have similar or lower pricing structure.

	Roles and Responsibilities	Contractor	DIS
1.	Identify network connectivity and bandwidth requirement for cloud connectivity.	X	X
2.	Deploy, and configure public or government cloud connectivity through a multi-cloud management platform and cloud service broker (CSB) capabilities. Solution must integrate with private IaaS cloud management platform (CMP) to create a single pane of glass interface for DIS and State Agencies.	X	
3.	Deploy, and configure the recommended data center network design including, SDN, DC switch topology, equipment e.g. router, switches, and load balancers.	X	
4.	Provision connectivity of the data centers to the public cloud environments		X
5.	Negotiate public cloud license agreements		X

9. Tiered storage

DIS as a part of its enhanced shared services setup intends to provide an enterprise-class storage offering that allows agencies the flexibility to choose the type of storage that best meets their requirements. The Contractor **shall** recommend, based on technical evaluation / design, and subsequently implement a tiered storage model that aligns cost with the required capabilities. The introduction or retirement of storage offerings will follow a standard IT service lifecycle approach.

	Roles and Responsibilities	Contractor	DIS
1.	Implement a tiered storage solution catering to requirement as defined in section 3.1	X	
2.	Assess DIS' current storage offering and solicit DIS agency IT customers to understand their requirements for different storage offerings	X	
3.	Investigate opportunities to unbundle the current, highly-robust offering into additional offerings with differing performance and availability attributes.	X	
4.	Involve agency technical business users actively throughout the development of the enterprise storage service in order to best represent and support their requirements.	X	
5.	Document the storage interconnect architecture	X	
6.	Provide an option for allocating file based and block-format storage (SSD based) depending upon DIS' requirements	X	
7.	Structure a technical service offering based on performance and availability tiers (e.g. Gold, Silver, and Bronze) for primary	X	

	and remote storage instances. The Contractor shall leverage commonly-understood availability and performance metrics (e.g. RTO, RPO, IOPS, etc.).		
8.	Provide a low tier storage solution for use cases such as data archiving	X	
9.	Provide a tier of service that physically isolates storage for one agency as an individual customer within DIS	X	
10.	Provide encryption mechanism to encrypt data prior to transport and then decrypt it upon arrival	X	
11.	Develop storage procedures that meet DIS requirements and adhere to DIS' policies	X	
12.	Review and provide additional procedures as required storage procedures		X
13.	Ensure that new tiered storage services will be represented in the IT service catalog as defined by DIS when the new tiered storage offerings are production ready. Leverage descriptions that will make the most sense to agency customers (e.g. Storage for "Mission Critical Applications, Storage for "Business Necessary Applications" and Storage for "Business Desirable Applications".	X	
14.	Support DIS in actively engaging with any advisory group or steering committee that DIS forms when designing / architecting the new tiered storage services.	X	

10. Disaster Recovery as a Service

Based on the workload analysis and business continuity requirements of the various agencies, DIS is considering a tiered [mission critical, business critical, group critical and non-critical] Disaster Recovery (DR) as a Service option that most-optimally satisfies the business continuity requirements and provides a fast failover. During the discovery and design stages, the Contractor **shall** explore strategies to consolidate both the number of server instances and reduce heterogeneity of the types of systems needing protection in order to best fit IaaS based disaster recovery solution requirements. The Contractor **shall** leverage SDCW and the new colocation data center as well as public DRaaS, and enhanced tools and capabilities of the highly-automated IaaS and tiered storage platforms to develop its proposed DRaaS. **The Contractor shall ensure that where DR functionality currently exists, it will remain effective throughout the migration.**

	Roles and Responsibilities	Contractor	DIS
1.	Provide Disaster Recovery procedures and policies		X
2.	Provide a mechanism to publish DR test results as agreed with DIS	X	
3.	Provide adequate bandwidth between the primary data center and the colocation site for ease of data replication		X
4.	Ensure alignment of the proposed DRaaS model to common agency business needs before implementing a disaster recovery service		X
5.	Assist DIS to better understand "cost of downtime," regional requirements, cloud strategies and application modernization plans to provide a solution catering to requirements of all stakeholders.	X	X
6.	Ensure continuity of operations in the event of failure of the either data centers, SDCW or colocation site	X	
7.	Provide a feature to switchover and switchback of individual applications instead of entire system	X	

11. Data Protection and Backup

The shared services emphasize expanding the data protection, backup, and archiving service capabilities. The Contractor **shall** have a specific focus on providing guidance regarding technologies and processes to the internal DIS team that will allow for more efficient and effective management of backup / data protection. The Contractor **shall** consider the optimum solution, across multiple customers, following broad options which **shall** be considered by the Contractor as potential solution options:

- a. **Balanced Physical and Virtual Environments:** This option is for environments in which physical servers, especially UNIX systems or IBM pSeries, are used to run critical applications, and a single backup solution is desired to protect a highly heterogeneous production environment.
- b. **Fully Virtualized Environments:** This option is for environments in which servers are highly or fully virtualized (90% to 100%) and the remaining few physical servers are based on Windows and/or Linux.
- c. **Public Cloud Environments:** This option leverages public cloud infrastructure to reduce their on-premises infrastructure footprint. The backup solution for public cloud should enable:
 - i. Reduction of on-premises backup footprint by sending backup data to the public or government cloud for long-term retention and/or for disaster recovery.
 - ii. Reduction in on-premises production footprint with its associated backup to provide backup for software as a service (SaaS) applications, such as Office 365, or cloud-native production workloads in infrastructure as a service (IaaS)

	Roles and Responsibilities	Contractor	DIS
1.	Provide features to create snapshots as a self-service capability of any storage volume and save for future use or data recovery	X	
2.	Provide solution for data restoration and aligned with DIS processes and policies	X	
3.	Implement a scheduler solution to guarantee that the correct backup implementation is triggered and in correct order	X	
4.	Maintain data backup privacy specific to agency, as applicable	X	
5.	Provide adequate access controls to the management console	X	
6.	Define access control policies, information security policies, authorization procedures, data security controls, software patching and data destruction controls	X	
7.	Implement the specified DIS access control policies, information security policies, authorization procedures, data security controls, software patching and data destruction controls	X	

12. Service Desk Self-Service (Note: as of August 22, 2018, DIS is in the process of evaluating various ITSM solutions and should have one selected and purchased before the Systems Integrator Contractor starts work on this project).

Service desk self-service capabilities **must** enable the users to resolve issues without the need to call the service desk support number. **The Contractor will not be responsible for the deployment, but shall be responsible for shared services architecture and framework that will work with the service desk self-service or IT Service Management.** The service desk self-service **must** have the following capabilities tailored to DIS requirements:

- a. Self-service provisioning **must** be provided through the IT Service Management portal as a part of the request fulfillment process and will be designed to meet the requirements of DIS business users.
- b. A detailed knowledge portal **must** be provided to enable end users to reference frequently occurring issues and enable self-service.
- c. Provisions **must** be made to integrate the service management portal (which will serve as self-service portal) with automation and orchestration solutions to enable self-service capabilities.
- d. The Contractor **must** assist DIS in user training for both functional and project related changes to minimize delay in rollout.

- e. The self-service **must** be enabled for but not limited to the below-mentioned categories:
 - i. Provide self-service password management capability which all users can leverage immediately.
 - ii. End-users to have access to status of incident and service requests through self-service portal.
 - iii. FAQs, knowledge bases, known error databases, self-help videos, self-service functions or other capabilities whereby user can solve their own incident or service request.

Note: A detailed service catalog will be created by DIS, highlighting the services which are candidates for self-service. The Contractor **must** align the Shared Services Environment with the service catalog.

	Roles and Responsibilities	Contractor	DIS
1.	Identify the use cases or candidates for service desk self-service	X	
2.	Approve service desk self-service use cases		X
3.	Create a knowledge portal for enabling service desk self-service	X	
4.	Identify the integration points e.g. ITSM, automation etc. to enable self-service requirements defined in Section 3.1	X	
5.	Implement the proposed solution along with the required integration		X
6.	Contractor needs to identify the areas of improvement with respect to self-service and strive to convert most of the service request management as self-service	X	

13. IT Service Management (Note: as of August 22, 2018, DIS is in the process of evaluating various ITSM solutions and should have one selected and purchased before the Systems Integrator Contractor starts work on this project). The IT Service Management (ITSM) solution will be at the center of the shared services initiative which will integrate the components comprising virtualization, IaaS, automation, and orchestration into a single unified service offering governed by a robust set of processes, shared across the DIS and State Agencies enabling self-service. The IT service management solution **must** include the following capabilities:

- a. DIS will be responsible for providing platforms, tools and software licenses for all IT Infrastructure management, administration, and monitoring tools.
- b. The ITSM processes within the scope of this engagement are mentioned below:
 - i. Incident Management
 - ii. Service Request Management
 - iii. Problem Management
 - iv. Knowledge Management
 - v. Change Management
 - vi. Service Level Management
 - vii. Asset and Configuration Management (CMDB)
 - viii. Access Management
 - ix. Demand Management
 - x. Capacity Management

	Roles and Responsibilities	Contractor	DIS
1.	Define ITSM processes as per the ongoing ITSM process maturity exercise.		X
2.	Implement the proposed ITSM solution with the DIS defined processes		X
3.	Identify the ITSM processes and capabilities providing value within the first 12 months of implementation		X
4.	Provide the required knowledge transfer of the in-scope ITSM processes to the Contractor		X

D. Milestones

The Contractor **shall** describe the milestones and the related deliverables for each activity. The Contractor **shall** ensure that the milestones follow the State defined timeline for implementation. The Contractor **shall** structure the milestones based on the following parameters:

1. Kick-off design planning session
2. Complete workload assessment and analyses for the shared environment
3. Prepare draft architecture schema
4. Submit a PoC schedule
5. Submit use case pilot schedule
6. Finalize Bill of Materials for production environment
7. Finalize system engineering documents and implementation plan
8. Deployment of new production shared services at SDCW
9. Deployment of new production shared services at new colocation site
10. Final testing and commissioning and production readiness reports

E. Reports

The contractor **shall** provide reporting as required by DIS.

Report	Due	Frequency	Format	Deliver to:
Progress Report	4:00 PM Friday	Weekly	MS Word	DIS PMO
Change Log	4:00 PM Friday	Weekly	MS Word	DIS PMO
Risk Log	4:00 PM Friday	Weekly	MS Word	DIS PMO
Project Schedule	4:00 PM Friday	Weekly	MS Project	DIS PMO

3.2 DATA CENTER MIGRATION PLANNING AND EXECUTION STATEMENT OF WORK

DC Migration Planning and Execution Services are the services and activities pertaining to migration from the MAC Data Center located in One Capitol Mall, Little Rock AR to the new Shared Services Environment. See Section 2.3 of the RFP for more detail regarding the target state architecture. The scope includes migration planning and execution for the applications, compute, storage and back-up, and network environments.

A. Service Objectives

The Contractor **shall** meet the following high-level service objectives related to Data Center Migration Planning and Execution Services:

1. Liaise with the Data Center Optimization Project Management Office (DCO PMO) and meet DIS business needs for discovery and documentation of data center infrastructure assets and identifying the dependencies and risks for performing the Data Center Migration from MAC to the new Shared Services Environment.

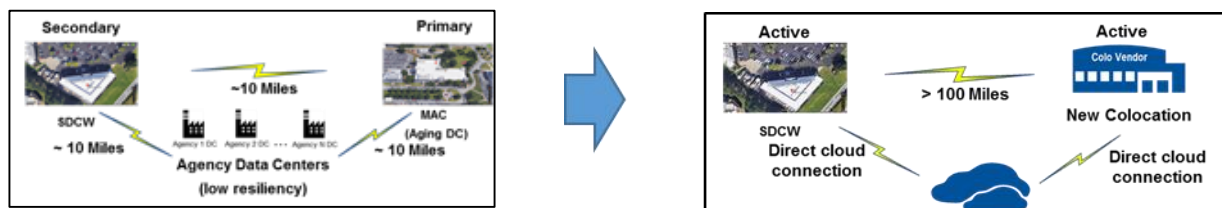
2. Develop a phased approach and a detailed plan including move groups, affected stakeholder roles and responsibilities, and the detailed schedule to perform the migration, in a secure and efficient way, with minimal unplanned disruption to DIS business and lowest possible risk exposure.
3. Conform to DIS policies and standards, industry best practices and standards, and government regulations (e.g., security and data protection).
4. Deliver services with guarantees backed by Service-Level Requirements.
5. Identify infrastructure assets with residual useful lives and in agreement with DCO PMO migrate them from source data center to the target data center; plan new builds for all other end of life assets in the target data center.
6. Propose an efficient migration approach for forklifting assets and migrating data, while proposing tools for migration planning and discovery such as ADM tool (Application Dependency Mapping).
7. Assist DIS in importing all discovered infrastructure assets into an asset management repository such as CMDB.
8. Assist DIS in determining network connectivity and bandwidth requirements during and post migration.

B. Scope of DC Migration and Execution Activities

1. The following is a high-level overview of the source and target data centers, for the migration activity:

Source Data Center (MAC DC)	Target Data Centers (SDCW and new colocation facility)
<ul style="list-style-type: none"> Tier 1 facility (not certified) 11,600 SF Floor space and 106 of racks Utilized floor space 3800 SF Average rack density 2.4 kW per rack 2 UPS and each are APC Symmetra PX 375 kW 2 generators - one at 500 kW for data center and one at 275 kW for redundant cooling system Baseline volumes <ul style="list-style-type: none"> 749 Servers (Physical, Virtual) 1,200 TB (1.2PB) Tier 1 Usable Storage 114 Network devices (Routers, Switches, Load Balancers) 20 Security devices (Firewalls, IDS, IPS) 	<ul style="list-style-type: none"> To be determined after the selection of a new colocation facility is completed by DIS. <<Tier>> facility <<Floor space and number of racks>> <<Utilized floor space>> <<Average rack density>> <<No. of UPS and Capacity of each>> <<No. of generators and their capacity>> <<Baseline volumes>> <ul style="list-style-type: none"> No. of Servers (Physical, Virtual) Storage and Backup volumes No. of Network devices (Routers, Switches, Load Balancers) No. of Security devices (Firewalls, IDS, IPS)

2. The figure below delineates the current state and the target state architecture after migrating from MAC DC to the new Shared Services Environment.



3. The following sub-sections and attached appendices further describe and scope the data center environment to be supported and/or with which Contractor **shall** comply.

- a. MAC Data Center Environment Overview – See Section 2 of this document

- b. MAC Data Center Master Equipment Drawing (Attachment G) - Schematic diagrams will be provided to Prospective Contractors after non-disclosure agreements (Attachment E) are signed and returned.
- c. Server Details – See Attachment A
- d. Storage and Back-up Details – See Attachment B
- e. Network and Security Details – See Attachment C
- f. Tools Details – See Attachment D
- g. Target State Architecture and Migration Roadmap – See Section 2 of this document.

C. Service Description and Roles and Responsibilities

1. The following table identifies general roles and responsibilities associated with this SOW that **must** be met. An “X” is placed in the column under the Party that will be accountable for performing the task.

	General Roles and Accountabilities	Contractor	DIS
1.	During the migration activity, comply with DIS guiding principles, policies, standards and regulatory requirements applicable to DIS for information, information systems, and personnel, physical and technical security.	X	
2.	Develop and maintain standards, processes and procedures that will be used in the delivery of all DC Migration Planning and Execution Services.	X	
3.	Approve the comprehensive standards, processes and procedures that will be used in the delivery of services across all services.		X
4.	Conform to changes in laws, regulations and policies.	X	
5.	Report performance against Service Level Requirements (“SLRs”).	X	
6.	Provide timely creation, updating, maintenance and provisioning of all appropriate plans, time and cost estimates, technical specifications, reporting and documentation in a format that is acceptable to DIS for all major service changes.	X	
7.	Adhere to industry best practices/guidelines and standards (such as PMI, COBIT and ITIL) and DIS approved Key Performance Indicators (KPI) as agreed with DIS.	X	
8.	Approve the use of the ITIL best practices and key performance indicators.		X
	Project Initiation and Management Accountabilities	Contractor	DIS
1.	Provide strategic and operational inputs for data center migration, to Contractor.		X
2.	Identify project stakeholders, agencies, application owners for extended communication planning and subject matter experts for Contractor consultation and interviews		X
3.	Perform a ‘Project Kickoff’ workshop	X	
4.	Integrate with DCO PMO for in-scope phase(s) of the Data Center Migration project	X	
5.	Present detailed project approach, project management artifacts, communication process, methodologies and tools to be used in line with industry best practices	X	
6.	Review and approve project approach, methodologies and tools		X

	Data Collection and Discovery Roles and Accountabilities	Contractor	DIS
1.	Provide a detailed approach to data gathering project plan/schedule for DIS approval	X	
2.	Approve and provide feedback for updates where required		X
3.	Provide timely access to DIS subject matter experts for Contractor consultation and interviews		X
4.	Provide access to existing systems of record and assets hosted in the MAC data center		X
5.	Provide tools and software licenses that are required to be leveraged for data collection, discovery and migration e.g. Asset Discovery tool, Application Dependency Mapping	X	
6.	Provide tools and software licenses for IT Infrastructure operations, administration and management of servers, storage, backup, network and security		X
7.	Use all available DIS resources including records and access to SMEs in addition to DIS' own tools and methodologies to capture an accurate inventory of current data center hardware assets (including compute, network, storage, appliances etc.) both physical and virtual	X	
8.	Assist in documenting, importing and populating the discovered IT infrastructure assets into an asset management repository (e.g. CMDB)	X	
9.	Document test cases for checking accuracy of updates made to the asset management repository or CMDB; and run tests to ensure accuracy	X	
10.	Approve test cases and results for ensure accuracy of updates made		X
11.	Document internal and external interdependencies between hardware and software systems that may impact the data center migration. This documentation may include dependencies such as data feeds, electronic data interchange, batch jobs, real-time APIs, referenced routines and libraries, software licenses, SaaS systems including inactive systems, etc.	X	
12.	Document change, revision and/or patch levels of both the hardware and software	X	
13.	In consultation with DIS, identify and document dependencies and conflicts with projects that are currently in progress or planned for the near future that may impact the data center migration plan	X	
14.	Assist in preparation and coordination of test plans for business applications with the application owners.	X	
15.	In agreement with DIS, develop and document principles by which to organize the migration activities such as virtualization, modernization, swing, lift and shift or other	X	
16.	Deliver the asset inventory, configuration and dependencies document in an DIS acceptable format as per agreed schedule	X	
17.	Determine documentation requirements for each migration move group (e.g., run book)	X	
18.	Review and approve Contractor provided documentation		X
	Risk Assessment Roles and Accountabilities	Contractor	DIS
1.	Identify and provide timely access to MAC Data Center, new colocation facility, subject matter experts and systems for Contractor assessment of DC migration risk		X
2.	Elicit from DIS SMEs through Contractor interviews and analysis of systems and documentation provided by DIS, a comprehensive	X	

	assessment of the risk to business continuity as it pertains to the DC Migration		
3.	Develop detailed migration risks for each application (move) group and document likelihood of occurrence, control procedures to deal with contingencies in each case and back-out plans.	X	
4.	Suggest and provide best practice process checks and controls as applicable to DIS context to improve current controls and minimize DIS risk exposure during DC Migration (As an example, a partial code freeze may be put in place to ensure no changes occur between the times that a set of equipment is brought down at its current site to the time that it is brought up at the target site)	X	
5.	Determine the potential impact on DIS data center operations procedures as a result of the migration, and identify and document new operating procedures, new roles, skills and training in the context of the enhanced shared service environment	X	
6.	Deliver the Risk Assessment document in an DIS acceptable format by agreed schedule	X	
7.	Review and approve Contractor supplied risk assessment documentation		X
Migration Approach, Planning and Execution Accountabilities		Contractor	DIS
1.	In consultation with DIS agree and document IT Infrastructure components that need to be migrated (Servers, Storage, Backup, Network, Security) or refreshed.	X	
2.	Carry out due diligence exercise and site visits to MAC Data Center, SDCW, and the new colocation facility to ascertain the current IT Infrastructure components that need to be reused, migrated, and newly built are ready for migration	X	
3.	Contractor should identify and document the appropriate method of migration for each application or system, such as: <ul style="list-style-type: none"> • using tools such as vMotion, SRM, etc. • additional consolidation or virtualization of physical assets • forklift (lift and shift) move • host based migration or array-based migration • migrate after modernization (where systems are upgraded or moved to new platforms as part of the process before migration) 	X	
4.	Consider DIS' financial accounting implications based on assets that are still early in the depreciation cycle and recommend approaches to leverage those assets in the new environment. Also, recommend asset ownership or asset swap models that can be used during the migration.	X	
5.	Create a prioritized logical grouping of components (e.g. a portfolio of applications and their dependencies) and develop move sequences that minimize the risk to the company for any issues during the move process.	X	
6.	Develop a detailed project schedule including phases/waves that meets DIS goals, in a risk optimized manner, and complies with the chronological timelines of the State-observed holidays, financial market activity end of year/quarter and so forth. Project schedule will identify specific resources, to include any required DIS staffing involvement.	X	
7.	Review and approve project schedule		X

8.	In consultation with DIS, ensure that all DIS application owners are identified and documented in the migration planning schedule for each application or system	X	
9.	For each move group or critical elements of the move group, identify DIS resources and support required before, during, and post migration.	X	
10.	Identify communication plan requirements.	X	
11.	Document assumptions associated with each phase/wave	X	
12.	Determine detailed entry and exit criteria for each migration phase/wave	X	
13.	Perform application testing post migration		X (DIS and Agencies)
14.	Integrate test plans, procedures for the DIS and agency business applications into the project schedule	X	
15.	Review and approve test cases, procedures and audit procedures		X (DIS and Agencies)
16.	Perform IT Infrastructure testing in the target state (e.g. vMotion, Site Recovery Manager, etc.)	X	
17.	Identify all required stakeholders' constraints and dependencies that must be met to execute the move. As an example: <ul style="list-style-type: none"> • Procurement processes of new assets • Transportation and installation requirements • Readiness and testing/recertification requirements 	X	
18.	Provide hardware in the new colocation facility (as applicable) and provide hardware for hosting tools (discovery, migration, any other software)		X
19.	Assist DIS in developing communication plan for affected stakeholders and support DIS in communicating the same to the various stakeholders	X	
20.	Execute communication plan for Data Center Migration.		X
21.	Deliver the Migration Approach, Planning and execution documentation in a DIS acceptable format by agreed schedule	X	
22.	Provide architecture and design of target state compute, tiered storage and backup, network and security in the new colocation facility and implement as agreed with DIS	X	
23.	Review and approve Contractor provided documentation		X
24.	In discussion with DIS, define interim milestones for the migration from MAC DC to the new Shared Services Environment	X	
25.	Execute the migration plan in accordance to the agreed approach, defined milestones and the outlined migration timelines	X	
26.	Overall governance of the migration from MAC DC to the new Shared Services Environment.		X
27.	Assist in determining network connectivity and appropriate bandwidth to be provisioned during migration (from MAC Data Center to the new Shared Services Environment) and after migration.	X	
Documentation Roles and Accountabilities		Contractor	DIS
1.	Recommend and provide documentation as per requirements	X	

2.	Validate requirements and approve		X
3.	Review and approve all Contractor delivered documentation, in a timely manner, so as not to impede progress on the Project		X
4.	Maintain all documentation related to all data center Migration Planning and Execution Services	X	
5.	Provide full access at all times to DIS to view and review documentation relating to the Data Center Migration Planning and Execution Services created or maintained by Contractor	X	

D. **Milestones**

The Contractor **must** describe the milestones and the related deliverables for performing the detailed migration activities. The Contractor **shall** ensure that the milestones follow the State defined timeline for implementation and are structured based on the following parameters:

1. Planning, designing and architecture of the target environment in the new Shared Services Environment
2. Documenting planning, implementation and execution of migration from MAC Data Center to new Shared Services Environment
3. Migration waves comprising of specific application move groups, VMs as agreed with DIS
4. Migration plan review with DIS and incorporation
5. New build of servers, storage and back-up, network and security, as applicable
6. Testing and disaster recovery drills
7. Handover of the implemented IT Infrastructure to DIS

3.3 **AGENCIES MIGRATION PLANNING AND EXECUTION STATEMENT OF WORK**

****Note:** Agency migration is an optional service that DIS may or may not utilize. The Prospective Contractor **shall** include all items requested, including pricing, for agency migration in their response. Agencies Migration Planning and Execution Services are the services and activities pertaining to migration from the State Agency data centers and equipment rooms to the new Shared Services Environment. See Section 2.3 of the RFP for more detail regarding the target state architecture. The scope includes migration planning and execution for the applications, compute, storage and back-up, and network environments.

A. **Service Objectives**

The Contractor **shall** meet the following high-level service objectives related to Agencies Migration Planning and Execution Services:

1. Liaise with the Data Center Optimization Project Management Office (DCO PMO) and meet DIS business needs for discovery and documentation of data center infrastructure assets and identifying the dependencies and risks for performing the migrations to the new Shared Services Environment.
2. Develop a phased approach and a detailed plan including move groups, affected stakeholder roles and responsibilities, and the detailed schedule to perform the migrations, in a secure and efficient way, with minimal unplanned disruption to Agencies' business and lowest possible risk exposure.
3. Conform to DIS policies and standards, industry best practices and standards, and government regulations (e.g., security and data protection).
4. Deliver services with guarantees backed by Service-Level Requirements.
5. Identify infrastructure assets with residual useful lives and in agreement with DCO PMO migrate them from source data centers to the target data center; plan new builds for all other end of life assets in the target data center.

6. Propose an efficient migration approach for migrating systems, applications and data, while proposing tools for migration planning and discovery such as ADM tool (Application Dependency Mapping).
7. Assist DIS in importing all discovered infrastructure assets into an asset management repository such as CMDB.
8. Assist DIS in determining network connectivity and bandwidth requirements during and post migration.

B. Scope of DC Migration and Execution Activities

1. The order in which the State Agencies' systems/services are to be migrated has not yet been established. The following high-level requirements are provided to permit the Contractor to quote these migrations, without that information. The Contractor should consider the below information as subject to change, and accurate within a margin of plus or minus 10%:
 - a. Initial increment to be migrated by December 31, 2020
 - i. 800 physical servers
 - ii. 4TB of data
 - b. Second increment to be migrated by December 31, 2021
 - i. 800 physical servers
 - ii. 4TB of data
 - c. Third increment to be migrated by December 31, 2022
 - i. 800 physical servers
 - ii. 4TB of data
2. The above storage may be NAS, SAN or iSCSI attached
3. The above servers will be predominantly Microsoft Windows, of various versions. However, there may also be as many as 10% Linux and/or commercial UNIX servers, from various vendors.
4. The source environments may already be virtualized
 - a. The Contractor may encounter an undetermined number of virtual machine instances, per physical server.
 - b. While the dominant hypervisor is VMware, the Contractor will also encounter Microsoft HyperV
 - c. While VMware SRM and Storage VMotion may be licensed, they may not be implemented/in use.
5. Choice of migration tool(s) is left to the Contractor
 - a. Contractor **shall** supply the above-mentioned migration tools
 - b. In the event that the Contract is not extended, beyond the base contract, the selected migration tool(s) license(s) **shall** be transferable to DIS, or the tool(s) **shall** be commercially-available
 - c. The Contractor **shall** provide DIS resources with knowledge transfer, in the use of the selected migration tools(s)

C. Service Description and Roles and Responsibilities

1. The following table identifies general roles and responsibilities associated with this SOW that **must** be met. An "X" is placed in the column under the Party that will be accountable for performing the task.

	General Roles and Accountabilities	Contractor	DIS
1.	During the migration activity, comply with DIS guiding principles, policies, standards and regulatory requirements applicable to DIS for information, information systems, and personnel, physical and technical security.	X	

2.	Develop and maintain standards, processes and procedures that will be used in the delivery of all Agencies Migration Planning and Execution Services.	X	
3.	Approve the comprehensive standards, processes and procedures that will be used in the delivery of services across all services.		X
4.	Conform to changes in laws, regulations and policies.	X	
5.	Report performance against Service Level Requirements ("SLRs").	X	
6.	Provide timely creation, updating, maintenance and provisioning of all appropriate plans, time and cost estimates, technical specifications, reporting and documentation in a format that is acceptable to DIS for all major service changes.	X	
7.	Adhere to industry best practices/guidelines and standards (such as PMI, COBIT and ITIL) and DIS approved Key Performance Indicators (KPI) as agreed with DIS.	X	
8.	Approve the use of the ITIL best practices and key performance indicators.		X
Project Initiation and Management Accountabilities		Contractor	DIS
1.	Provide strategic and operational inputs for Agencies migration, to Contractor.		X
2.	Identify project stakeholders, Agencies, application owners for extended communication planning and subject matter experts for Contractor consultation and interviews		X
3.	Perform a 'Migration Kickoff' workshop, for each Agency migration	X	
5.	Provide a dedicated Agencies migration PMO, to manage the migrations	X	
4.	Integrate with DCO PMO for the Agencies migration projects	X	
5.	Present detailed project approach, project management artifacts, communication process, methodologies and tools to be used in line with industry best practices	X	
6.	Review and approve project approach, methodologies and tools		X
Data Collection and Discovery Roles and Accountabilities		Contractor	DIS
1.	Provide a detailed approach to data gathering project plan/schedule for DIS approval	X	
2.	Approve and provide feedback for updates where required		X
3.	Provide timely access to DIS and Agencies' subject matter experts for Contractor consultation and interviews		X
4.	Provide access to existing systems of record and assets hosted in the Agencies data centers and equipment rooms		X
5.	Provide tools and software licenses that are required to be leveraged for data collection, discovery and migration e.g. Asset Discovery tool, Application Dependency Mapping	X	
6.	Use all available DIS Agencies' resources including records and access to SMEs in addition to DIS' own tools and methodologies to capture an accurate inventory of Agencies' hardware assets (including compute, network, storage, appliances etc.) both physical and virtual	X	
7.	Assist in documenting, importing and populating the discovered IT infrastructure assets into an asset management repository (e.g. CMDB)	X	

8.	Document test cases for checking accuracy of updates made to the asset management repository or CMDB; and run tests to ensure accuracy	X	
9.	Approve test cases and results for ensure accuracy of updates made		X
10.	Document internal and external interdependencies between hardware and software systems that may impact the Agencies' migrations. This documentation may include dependencies such as data feeds, electronic data interchange, batch jobs, real-time APIs, referenced routines and libraries, software licenses, SaaS systems including inactive systems, etc.	X	
11.	Document change, revision and/or patch levels of both the hardware and software	X	
12.	In consultation with DIS, identify and document dependencies and conflicts with projects that are currently in progress or planned for the near future that may impact the Agencies' migration planning	X	
13.	Assist in preparation and coordination of test plans for business applications with the application owners.	X	
14.	In agreement with DIS, develop and document principles by which to organize the migration activities such as virtualization, modernization, swing, lift and shift or other	X	
15.	Deliver the asset inventory, configuration and dependencies document in an DIS acceptable format as per agreed schedule	X	
16.	Determine documentation requirements for each migration move group (e.g., run book)	X	
17.	Review and approve Contractor provided documentation		X
	Risk Assessment Roles and Accountabilities	Contractor	DIS
1.	Identify and provide timely access to Agencies' data centers and equipment rooms, DIS data centers, subject matter experts and systems for Contractor assessment of migration risk		X
2.	Elicit from DIS and Agencies' SMEs through Contractor interviews and analysis of systems and documentation provided by DIS and Agencies, a comprehensive assessment of the risk to business continuity as it pertains to the Agencies' migrations	X	
3.	Develop detailed migration risks for each application (move) group and document likelihood of occurrence, control procedures to deal with contingencies in each case and back-out plans.	X	
4.	Suggest and provide best practice process checks and controls as applicable to DIS context to improve current controls and minimize DIS risk exposure during Agencies' migrations (As an example, a partial code freeze may be put in place to ensure no changes occur between the times that a set of equipment is brought down at its current site to the time that it is brought up at the target site)	X	
5.	Determine the potential impact on DIS data center operations procedures as a result of the migration, and identify and document new operating procedures, new roles, skills and training in the context of the enhanced shared service environment	X	
6.	Deliver the Risk Assessment document in an DIS acceptable format by agreed schedule	X	
7.	Review and approve Contractor supplied risk assessment documentation		X

	Migration Approach, Planning and Execution Accountabilities	Contractor	DIS
1.	In consultation with DIS and Agencies agree and document IT Infrastructure components that need to be migrated (Servers, Storage, Backup, Network, Security) or refreshed.	X	
2.	Carry out due diligence exercise and site visits to Agencies data centers/equipment rooms to ascertain the current IT Infrastructure components that need to be reused, migrated, and newly built are ready for migration	X	
3.	Contractor should identify and document the appropriate method of migration for each application or system, such as: <ul style="list-style-type: none"> • using tools such as vMotion, SRM, etc. • additional consolidation or virtualization of physical assets • forklift (lift and shift) move • host based migration or array-based migration • migrate after modernization (where systems are upgraded or moved to new platforms as part of the process before migration) 	X	
4.	Consider DIS and Agencies' financial accounting implications based on assets that are still early in the depreciation cycle and recommend approaches to leverage those assets in the new environment. Also, recommend asset ownership or asset swap models that can be used during the migration.	X	
5.	Create a prioritized logical grouping of components (e.g. a portfolio of applications and their dependencies) and develop move sequences that minimize the risk to the company for any issues during the move process.	X	
6.	For each migration, develop a detailed project schedule that meets DIS goals, in a risk optimized manner, and complies with the chronological timelines of the State-observed holidays, financial market activity end of year/quarter and so forth. Project schedule will identify specific resources, to include any required DIS staffing involvement.	X	
7.	Review and approve project schedules		X
8.	In consultation with DIS, ensure that all Agencies' application owners are identified and documented in the migration planning schedule for each application or system	X	
9.	For each move group or critical elements of the move group, identify Agency and DIS resources and support required before, during, and post migration.	X	
10.	Identify communication plan requirements.	X	
11.	Document assumptions associated with each phase/wave	X	
12.	Determine detailed entry and exit criteria for each migration phase/wave	X	
13.	Perform application testing post migration		X (DIS and Agencies)
14.	Integrate test plans, procedures for the DIS and agency business applications into the project schedule	X	
15.	Review and approve test cases, procedures and audit procedures		X (DIS and Agencies)
16.	Perform IT Infrastructure testing in the target state (e.g. vMotion, Site Recovery Manager, etc.)	X	

17.	Identify all required stakeholders' constraints and dependencies that must be met to execute the move. As an example: <ul style="list-style-type: none"> • Procurement processes of new assets • Transportation and installation requirements • Readiness and testing/recertification requirements 	X	
18.	Provide Shared Services Environment hardware and provide hardware for hosting tools (discovery, migration, any other software)		X
19.	Assist DIS in developing communication plan for affected stakeholders and support DIS in communicating the same to the various stakeholders	X	
20.	Execute communication plan for each Agency migration.		X
21.	Deliver the Migration Approach, Planning and execution documentation in a DIS acceptable format by agreed schedule	X	
22.	Review and approve Contractor provided documentation		X
23.	In discussion with DIS, define milestones for the Agency migrations to the new Shared Services Environment	X	
24.	Execute the migration plans in accordance to the agreed approach, defined milestones and the outlined migration timelines	X	
25.	Overall governance of Agencies' migrations to the new Shared Services Environment.		X
26.	Assist in determining network connectivity and appropriate bandwidth to be provisioned during Agencies' migrations to the new Shared Services Environment) and after migration.	X	
Documentation Roles and Accountabilities		Contractor	DIS
1.	Recommend and provide documentation as per requirements	X	
2.	Validate requirements and approve		X
3.	Review and approve all Contractor delivered documentation, in a timely manner, so as not to impede progress on the Project		X
4.	Maintain all documentation related to all data center Migration Planning and Execution Services	X	
5.	Provide full access at all times to DIS to view and review documentation relating to the Data Center Migration Planning and Execution Services created or maintained by Contractor	X	

D. Milestones

The Contractor **shall** describe the milestones and the related deliverables for performing the detailed migration activities. The Contractor **shall** ensure that the milestones follow the State defined timeline for implementation and are structured based on the following parameters:

1. Planning, designing and architecture of the target environment in the new Shared Services Environment
2. Documenting planning, implementation and execution of migration from Agencies' data centers and/or equipment rooms to new Shared Services Environment
3. Individual migrations comprising specific application move groups, VMs as agreed with DIS
4. Migration plan reviews with DIS and incorporation
5. New build of servers, storage and back-up, network and security, as applicable
6. Testing and disaster recovery drills

7. Handover of the implemented IT Infrastructure to DIS

3.4 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor and Prospective Contractor's Subcontractors combined **shall** have experience with three (3) U.S. Public Sector projects similar or greater in size, complexity, and scope to this Project within the last seven (7) years. The State prefers the Prospective Contractor provide experience in the design of active-active enterprise data centers.

3.5 GOVERNANCE AND RELATIONSHIP MANAGEMENT STATEMENT OF WORK

DIS recognizes that governance and relationship management activities are an essential component for successful contract management. The Contractor and DIS **shall** ensure that the relationship follows:

A. Relationship Management Structure

The following committees and teams define the framework of the participants that have responsibility for the administration of the Contract.

1. Steering Committee:

- a. The Steering Committee will be comprised of senior executives from DIS and the Contractor (members to be determined) who **shall** meet on a monthly basis to discuss strategic and operational issues related to the Contract. The Steering Committee **shall** be responsible for providing strategic direction to the Project Management Office.
- b. The Steering Committee **shall** have the following roles and responsibilities:
 - Address relevant high-level issues appropriate for an executive level discussion.
 - Review and approve the innovation processes to drive strategic transformation of the business.
 - Address escalated problems, disputes, incidents and contract changes.
- c. At least 5 working days prior to the Steering Committee meeting, the Parties **shall** agree on the location that will be provided by DIS, proposed meeting agenda, and suggested meeting attendees. The Contractor **shall** be responsible for any travel expenses incurred to attend these meetings.

2. Project Management Team:

- a. For the data center transformation and migration activities defined in 3.1 (Target State Design and Build SoW), 3.2 (Data Center Migration Planning and Execution Services SoW) and 3.3 (Agencies Migration Planning Execution Statement of Work) a joint management team comprised of business and technology staff from DIS and the Contractor (the "Project Management Team") **shall** be responsible for overseeing the day to day operation of the services.
- b. The Project Management Team **shall** be chaired by the associated DIS PMO Manager. The team **shall** include the Contractor Transformation Lead for the associated service, plus any additional key members from either Party. Both parties **shall** agree to additional key team members as needed. Any additional temporary Contractor team members **shall** be agreed between the Parties in advance of the meetings.
- c. The Project Management Team **shall** meet weekly or as agreed by the associated Contractor Transformation Manager and DIS PMO Transformation Manager, and have the following roles and responsibilities:
 - Addressing operational or delivery issues or crises arising during the previous week, and adherence to performance targets.
 - Reviewing Root Cause Analysis of any previous issues.
 - Addressing outstanding or unresolved issues.

- Reviewing progress reports.
- Planning for future changes.
- Reviewing Contractor's compliance with the project milestones.
- Reviewing problems, disputes, incidents and change requests.
- Periodic review of the Project Risk Log.
- Addressing such other matters as one Party may bring to the other.

For each such meeting, the Parties **shall** agree upon the location that will be provided by DIS, proposed agenda and attendees for the meeting at least 5 days in advance. The Contractor **shall** be responsible for any travel expenses incurred to attend these meetings.

B. Project Management

1. DIS approved formal procedural reporting and communication processes and structures will be established in order to manage the execution of the project activities in an efficient and effective manner.
 - a. The processes and structures **must** be documented and maintained by the Contractor, as approved by DIS.
 - b. The processes and structures **must** be modified and updated on an ongoing basis to reflect changes to the business and operational relationship.
2. The Parties **shall** agree on additional points of contact and a reporting structure to support project progress and review of the Contractor's performance. This may include technical, financial, and related project requirements reviews as well as the resolution of other operational issues.
3. The reporting schedules **must** be documented and maintained by the Contractor in an online repository accessible to DIS PMO. A regular meeting schedule **must** be established for the key roles outlined in this RFP, with access to all of Contractor's points of contact on a 24-hour advance notice. In addition to the processes and procedures described in Section 3.1 (Target State Design and Build SoW), Section 3.2 (Data Center Migration Planning and Execution Services SoW) and 3.3 (Agencies Migration Planning Execution Statement of Work), the Contractor **shall** provide processes and procedures acceptable to DIS that can be used to manage day-to-day relationship processes that include:
 - a. Performance reporting (e.g. project status, outstanding request status, resource forecast, upcoming activities)
 - b. Contract change management.
 - c. Scope changes
 - d. Dispute resolution

C. Key Roles

1. The Parties **shall** each establish and maintain relationship teams of senior IT and business professionals that, throughout the Contract, will:
 - a. Determine and support DIS business objectives.
 - b. Invest time and resource efforts to act as a key enabler of the success of the relationship.
 - c. Support DIS strategic and tactical planning processes for in scope services, including DIS team alignment to industry leading technology standards and architectures.

- d. Monitor Contractor performance metrics including contracted project delivery requirements.
- e. Provide input and feedback to DIS Leadership on opportunities to optimize its IT and business processes.
2. The Contractor **shall not** transfer or replace the individuals designated as “Key Personnel” unless such transfer or replacement is at DIS’ request or due to a bona fide promotion, illness, family leave, disability, termination of employment, or other circumstance beyond the Contractor’s reasonable control. No staffing decisions regarding the addition or removal of staff **shall** be made without DIS’ consent and approval.
 - a. The Prospective Contractor **shall** ensure that all Key Personnel named in *T-3 Project Organization and Staffing, and Staff Experience* are the Key Personnel at time of award. If any substitutions are made to any Key Personnel, the Prospective Contractor **shall** provide a resume for the replacement to the State. DIS will have final determination over any replacements of Key Personnel.
3. To ensure consistent project delivery and minimize personnel learning curves, Contractor should minimize the amount of turnover in its staff assigned to DIS’ account (non-Key Personnel) to a maximum of ten percent (10%) per Contract Year.
4. The Contractor **shall** ensure that all “Key Personnel” reside in the continental Unites States during the term of the contract.
5. The Contractor **shall** ensure that all State data remains in the continental Unites States.
6. The key roles for this engagement will comprise of total senior executives from both Parties as identified below:

	Contractor Roles	Duties and Experience
Executive Sponsorship		
Overall Engagement	Project Manager	<ul style="list-style-type: none"> Contractor Project Manager shall have overall responsibility for directing all of Contractor’s activities and be vested by the Contractor with all necessary authority to act in connection with all aspects of the Contract. The Project Manager shall have a minimum of seven (7) years’ experience with projects of the same size and scope as outlined in the RFP. The Project Manager shall be: <ul style="list-style-type: none"> The primary Relationship Manager between the Contractor and DIS The one to ensure project management and overall operations alignment between the Contractor and DIS Able to direct and assist DIS Project Lead in decisions that directly assist the Contract. Knowledgeable about data center shared services and each of Contractor’s, as well as Subcontractors’ products and services, if any Experienced at executing projects equal in size and scope and preferably for state government and related customers within the last ten years.

		<ul style="list-style-type: none"> Responsible for managing the performance of Contractor's roles and responsibilities by prioritizing the identification, resolution and escalation of project plan deviations PMI-certified
Overall Engagement	Transformation Manager	<ul style="list-style-type: none"> Contractor shall designate a Transformation Manager who must be the primary point of contact for all technical matters relating to the specific scope of service. The Contract Transformation Manager shall have a minimum of five (5) years' experience with projects of the same size and scope as outlined in the RFP. Contractor Transformation Managers shall be: <ul style="list-style-type: none"> Knowledgeable about the Services and each of Contractor's and its Subcontractors' products and services Experienced at supporting applications and infrastructure of a size and scope minimally equal in size and scope to those of DIS Responsible for the day-to-day operational service delivery of project activities provided under the Contract. Responsible for monitoring of solution implementation, transition activities and achievements of defined service levels and compliance with DIS policies and procedures.
Project Delivery Responsibilities		
Shared Services Design and MAC to DC Migration (SDCW and new colocation facility)	Solution Architect	<ul style="list-style-type: none"> Each Party shall designate individuals (for DIS - "DIS Solution Architect", and for Contractor - "Contractor Solution Architect"), who shall ensure that the entire technology solution comprising shared service infrastructure design and provisioning and MAC DC migration to Shared Services, is aligned with DIS overall data center architecture guidelines and standards, and consistent across all underlying applications. The Solution Architect shall have a minimum of five (5) years' experience with projects of the same size and scope as outlined in the RFP. Contractor Solution Architect shall be responsible for the overall quality of deliverables from a technical aspect including: <ul style="list-style-type: none"> Participating in the requirements gathering phase and solution planning, aligning the solution with business requirements. Ensuring technical design and implementation complies with DIS established guidelines and standards. Assisting DIS in aligning its technical architecture with its operations and technical strategies Ensuring consistency and integrity of technical approaches for:

		<ul style="list-style-type: none"> ▪ Shared services solution and underlying interfaces design and engineering ▪ Data center layout for the new colocation facility. ▪ Migration of MAC DC to SDCW and the new colocation facility ▪ Migration of services from MAC DC to Shared Services Environment ○ Periodically providing technical plans on how best to improve the efficiency and quality of the solution. ○ Considering any change in DIS environment that might impact the services and address the issues and problems from a solution design standpoint. ○ Working directly with DIS Solution Architects, who retain overall control of the data center network and architecture.
Shared Services Design	Technical Leads	<ul style="list-style-type: none"> • Contractor shall designate Shared Services Technical Lead(s) who shall ensure that the entire Shared Services solution comprised of self-service capability, IaaS provisioning, automation, orchestration, DRaaS, tiered storage, backup services and cloud connectivity are all aligned with the overall DIS data center architecture guidelines and standards. • Contractor's shared service Technical Lead shall be responsible for the overall quality of deliverables for shared services implementation agreed as per 3.1 (Target State Design and Build SoW).

<p>MAC to DC Migration (SDCW and new colocation facility)</p>	<p>Transition Manager</p>	<ul style="list-style-type: none"> • Transition from legacy environment to the modernized one, will require the establishment of transition team(s) with membership from both Parties, to establish and operate the new steady state. Each Party shall appoint a Transition Manager for the duration of the applicable transition to manage the transition. • Contractor Transition Manager shall be responsible for the overall quality of knowledge transfer from: <ul style="list-style-type: none"> • DIS to Contractor regarding the DIS defined ITSM processes • Contractor to DIS after DC migration is complete • Contractor to DIS after the migration from MAC to Shared Services Environment is complete. • Coordinate and facilitate with the DIS Transition Manager to ensure transfer of ownership and risk management from the Contractor to DIS teams. • Accountable for delivering all elements of total service transition project to required timeframes, quality and budget. • Achieve project milestones as defined by 3.1 (Target State Design and Build), and 3.2 (Data Center Migration Planning and Execution Services) Statements of Work (SOW) • Responsible for ensuring that client solutions are implemented and any service solution that DIS has procured is successfully transitioned and handed over to DIS Service Delivery Team.
<p>MAC to DC Migration (SDCW and new colocation facility) and MAC to Shared Service Migration</p>	<p>Migration Lead</p>	<ul style="list-style-type: none"> • Each Party shall designate individuals (for DIS - "State of Arkansas DIS Migration Lead", and for Contractor- "Contractor Migration Lead"), who shall ensure that the entire migration activity is aligned with DIS overall data center architecture guidelines and standards. The migration activity is comprised of MAC DC Migration to both data center facilities and the Shared Services environment. • Contractor Migration Lead shall be responsible for the overall quality of deliverables for entire Migration activity agreed as per 3.2 (Data Center Migration Planning and Execution Services SoW)
<p>MAC to DC Migration (SDCW and new colocation facility) and MAC to Shared Service Migration</p>	<p>Testing and Quality Assurance Lead</p>	<ul style="list-style-type: none"> • Each Party shall designate individuals (for DIS - "State of Arkansas DIS Testing and Quality Assurance Lead", and for Contractor - "Contractor Testing and Quality Assurance Lead"), who shall be responsible for the quality assurance of the entire migration activity and is aligned with DIS overall data center architecture guidelines and standards. The migration activity is comprised of MAC DC Migration to both data center facilities and the Shared Services environment.

		<ul style="list-style-type: none"> Contractor Testing and Quality assurance Lead shall be responsible for the overall quality of deliverables from a technical aspect including: <ul style="list-style-type: none"> Review requirements, specifications and technical design documents to provide timely and meaningful feedback Create detailed, comprehensive and well-structured test plans and test cases Estimate, prioritize, plan and coordinate testing activities including but not limited to: <ul style="list-style-type: none"> Application Security Testing Performance Testing Compatibility Testing Functional Testing Liaise with internal teams to identify system requirements and track quality assurance metrics. Coordinate and facilitate with the DIS Testing and Quality Assurance Lead to ensure that the quality of the delivery is as per the DIS' requirements
Agencies' Migrations (SDCW and/or new colocation facility) Shared Services Environment	Transition Manager	<ul style="list-style-type: none"> Transition from legacy environments to the modernized one, will require the establishment of transition team(s) with membership from both Parties, to establish and operate the new steady state. Each Party shall appoint a Transition Manager for the duration of the applicable transition to manage the transition. Contractor Transition Manager shall be responsible for the overall quality of knowledge transfer from: <ul style="list-style-type: none"> DIS to Contractor regarding the DIS defined ITSM processes Contractor to DIS after migration is complete Contractor to DIS after the migration from Agencies' data centers and/or equipment rooms to Shared Services Environment is complete. Coordinate and facilitate with the DIS Transition Manager to ensure transfer of ownership and risk management from the Contractor to DIS teams. Accountable for delivering all elements of total service transition project to required timeframes, quality and budget. Achieve project milestones as defined by 3.3 Agencies Migration Planning Execution Statement of Work, Statements of Work (SOW) Responsible for ensuring that client solutions are implemented and any service solution that DIS has procured is successfully transitioned and handed over to DIS Service Delivery Team.
Agencies Migration (SDCW and new colocation facility) to Shared Service Environment	Migration Lead	<ul style="list-style-type: none"> Each Party shall designate individuals (for DIS - "State of Arkansas DIS Migration Lead", and for Contractor- "Contractor Migration Lead"), who shall ensure that the entire migration activity is aligned with DIS overall data center architecture guidelines and standards. The migration activity is comprised of Agencies' migration to both data center facilities and the Shared Services environment.

		<ul style="list-style-type: none"> Contractor Migration Lead shall be responsible for the overall quality of deliverables for entire Migration activity agreed as per 3.3 Agencies Migration Planning Execution Statement of Work,
Agencies' Migrations (SDCW and new colocation facility) to Shared Service Environment	Testing and Quality Assurance Lead	<ul style="list-style-type: none"> Each Party shall designate individuals (for DIS - "State of Arkansas DIS Testing and Quality Assurance Lead", and for Contractor - "Contractor Testing and Quality Assurance Lead"), who shall be responsible for the quality assurance of the entire migration activity and is aligned with DIS overall data center architecture guidelines and standards. The migration activity is comprised of Agencies' migration to both data center facilities and the Shared Services environment. Contractor Testing and Quality assurance Lead shall be responsible for the overall quality of deliverables from a technical aspect including: <ul style="list-style-type: none"> Review requirements, specifications and technical design documents to provide timely and meaningful feedback Create detailed, comprehensive and well-structured test plans and test cases Estimate, prioritize, plan and coordinate testing activities including but not limited to: <ul style="list-style-type: none"> Application Security Testing Performance Testing Compatibility Testing Functional Testing Liaise with internal teams to identify system requirements and track quality assurance metrics. Coordinate and facilitate with the DIS Testing and Quality Assurance Lead to ensure that the quality of the delivery is as per the DIS' requirements

D. Contract Change Management

The procedures outlined here provide guidance on the implementation of the contract change management process.

1. **Types of Changes**

Changes **must** be classified by the Parties as one of the following three types:

- a. **"Minor Change"** — a change that has no impact on the cost or quality of services (including operations outside of the scope of this contract), but that may require updates to the Contract. Any financial impact of these changes should be covered by the variability within the pricing for the relevant Service. Minor changes will be approved at Project Management Office level.
- b. **"Service Change"** — a change required to a specific project activity, which may include introduction, retirement or modification of a specific project deliverable. These changes have an impact on the scope outlined in Section 3.1 (Target State Design and Build SoW), Section 3.2 (Data Center Migration Planning and Execution Services SoW), and Section 3.3 (Agencies Migration Planning and Execution

Services SoW) and have financial implications. Service Changes **must** be presented for approval by the Project Management Office and Steering Committee.

- c. **“Contract Change”** — a change that alters the scope or operating model of the Contract, impacts the legal terms of the contract and the contract financial agreement. Such changes exclude any changes to specific components. Contract Changes will be presented for review and approval by the Steering Committee.

2. Contract Change Management Process

Authorization of contract changes **shall** be undertaken at senior management levels as possible, subject to the constraints defined herein. The intent is to make the contract change management process as smooth and as efficient as possible, while maintaining effective control on key issues.

Either Party at any time may escalate the authorization of a Change Request to the next higher level of authorization if such Party has concerns about the implications of the Change Request.

After a Change Request has been initiated and an initial evaluation undertaken, the Change Request will go through a series of reviews, escalating the Change Request up the chain of authority, as required.

At each review, either Party may request that the Change Request be re-submitted for additional evaluation, if more information is needed before a decision can be made. The review team may ask that the Change Request be re-submitted to them with additional evaluation, or back down to a lower level review team, as deemed appropriate.

Activity	Process Requirements	Authorization Process
Initiation of Change Request	<ul style="list-style-type: none"> The party “raising the change” shall initiate a request for change (“Change Request”) to the other Parties Each Change Request shall be identified by a unique number and maintained in a central and shared log managed by Contractor. Change Requests must be updated to reflect the progress of the contract change management process. A Change Request shall have the following initial key elements: <ul style="list-style-type: none"> Person and Party requesting the change Date of Change Request Unique number assigned to the Change Request Service to which Change Request relates (or generic request) Type of request (Minor Change, Service Change, or Contract Change) Objectives of Change Request Description of Change Request Suggested named persons from Contractor and DIS PMO who will be responsible for the 	A Change Request can be initiated by either party. No formal authorizations required but the manager of the person who wishes to initiate a Change Request shall review the request before it is submitted, to ensure the request is reasonable. Such Party’s manager shall also assure the content of the request.

	evaluation of the Change Request	
Evaluation of Change Request	<ul style="list-style-type: none"> During the 30 day-period after a Change Request has been raised, or alternatively at a mutually agreed time, the Parties shall convene to discuss their assessment of the change and to establish the action and next steps to be taken on the Change Request The Parties shall negotiate the change in good faith with the objective of arriving at an agreement, including any financial adjustments that may be required. Change Requests shall undergo an evaluation by both Parties, and the results of both evaluations shall be documented in a manner that includes the below elements. The content of the evaluation should contain as a minimum: <ul style="list-style-type: none"> Confirmation of Change Type (Minor Change, Service Change, or Contract Change) Date of evaluation Impact/risk analysis Knowledge transfer impact Financial impact Legal review (if required) Recommendation including change activities and plan Documentation requirements Suggested review team and approval level Both Parties shall contribute to the evaluation as appropriate, and the conclusion of the evaluation shall be recorded with the original Change Request. 	<p>The persons nominated to handle the Change Request from each Party should review their evaluation and recommendations with their immediate manager for approval and quality assurance. The nominated persons will collaborate to develop an agreed evaluation and recommendation document associated with the Change Request, which may include differences of opinion (if not resolved between the Parties).</p>
Project Management Office Review		<p>If the Change Request evaluation is deemed to meet criteria of a “Minor Change” by both Parties, authorization for the change will be made by the Service Management Team to which the change relates.</p> <p>If the Change Request is generic, and does not refer to a specific Service, the request will be escalated for review to the Project Manager.</p> <p>If the Change Request evaluation indicates that the financial impact over the remaining contract life exceeds the authority level for the Project Management Office, then the Change Request (after review by the Project Management Office) will in any event be escalated to the Steering</p>

		Committee and Project Manager for authorization.
Steering Committee Review		<p>If the Change Request evaluation is deemed to meet criteria of a "Service Change" by either Party, authorization for the change will be made by the Project Manager and Steering Committee.</p> <p>If the Change Request evaluation is deemed to meet criteria of a "Contract Change" by either Party, authorization for the change will be made by the Steering Committee.</p> <p>The Steering Committee shall review and authorize any request that has been escalated to this level, subject to the authority level for the Steering Committee.</p>

E. Relationship Management Roles and Responsibilities

DIS PMO and Contractor **shall** assign owners to own the day-to-day operations and management of the relationship management processes to satisfy DIS service requirements.

DIS and the Contractor **must** collaborate and jointly manage the processes in support of the relationship as outlined below:

The following table identifies the underlying roles and responsibilities associated with relationship management processes that **must** be met. An "X" is placed in the column under the Party that will be responsible for performing the task.'

	Relationship Management Roles and Responsibilities	Contractor	DIS
	Strategy and Planning		
1.	Chair monthly Steering Committee meetings		X
2.	Participate in Steering Committee meetings	X	
3.	Provide Contractor with DIS strategic business and technology imperatives that require Contractor support		X
4.	Provide status on current and proposed projects (if applicable)	X	
5.	Recommend services, technologies and/or products and leading practices from comparable engagements that add value to DIS	X	
6.	Review projects and project plans (as applicable)	X	
7.	Review and approve projects and project plans (if applicable)		X
8.	Develop IT plan to support DIS strategic business plans		X
9.	Participate in the development of strategic business plans, as requested by DIS	X	
10.	Develop/implement operational plans in accordance with authorized strategic IT plan, architecture and implementation strategies	X	
11.	Provide IT research assistance on new technologies	X	
12.	Provide business case assistance and preparation, as required (if applicable)	X	
13.	Provide IT solutions, expertise, and advisory services that are appropriately aligned with DIS needs and business, as defined in Section 3.1 (Target State Design and Build SoW), Section 3.2 (Data Center Migration Planning and Execution Services SoW) and 3.3 (Agencies Migration Planning Execution Statement of Work)	X	

14.	Establish business criteria for all services, standards and delivery requirements		X
15.	Recommend appropriate services, standards and procedures	X	
16.	Review and approve all recommended services, standards and procedures		X
17.	Document and provide DIS Policies and Standards		X
18.	Adhere to DIS Policies and Standards	X	
19.	Prior to transition to steady state operations, develop, document and maintain Standards and Procedures Manual	X	
20.	Approve Standards and Procedures Manual		X
21.	Provide the Standards and Procedures Manual electronically (and in a manner such that it can be accessed via either DIS intranet or the internet)	X	
22.	Communicate to all end-users the availability of and methodology for accessing the Standards and Procedures Manual	X	
23.	Develop Demand Management Report (DMR), which shall include forecasts of expected changes in Services demand		X
24.	Review and analyze DMR	X	
25.	Provide input to demand forecasts for DMR	X	
26.	Develop response to demands in the DMR	X	
27.	Develop and provide action plans as a result of review of DMR	X	
28.	Approve DMR action plans		X
Contract Management			
29.	Monitor compliance with contract terms and conditions, technology implementation and management processes		X
30.	Monitor and revise contracts as applicable and review recommended contract modifications provided by the other party	X	X
31.	Provide data required to assess fee reductions and incentives	X	
32.	Identify and manage Contractor payment schedules, based on performance information and contract terms		X
33.	Provide Service setup, Service or Agreement Change Requests or exit requests, as applicable	X	X
34.	Identify and manage fee reductions and incentives, based on performance information and contract terms.	X	X
35.	Approve Change Requests		X
36.	Implement Change Requests	X	X
37.	Conduct regular reviews of the relationship and overall interaction between DIS and Contractor using a framework, which includes without limitation: Security audit including access rights Quality of service delivery Delayed service delivery Business continuity and disaster recovery Non-performance or inability to deliver Services		X
38.	Participate in regular reviews of the risk exposure of the relationship and overall transaction between DIS - State of Arkansas and Contractor	X	

39.	Manage end-of-term contract closeout	X	X
	Relationship Management		
40.	Provide support and commitment of DIS executives to the relationship		X
41.	Provide support and commitment of Contractor executives to the relationship	X	
42.	Provide DIS internal business unit liaison to develop business relationships		X
43.	Chair committee meetings as defined in Section 3 above		X
44.	Participate in committee meetings as defined in Section 3 above	X	
45.	Manage internal dispute escalation and resolution on behalf of Contractor	X	
46.	Manage internal dispute escalation and resolution on behalf of DIS		X
	Financial Management		
47.	Establish, maintain and provide an asset register for all assets relevant to the Services	X	
48.	Establish, maintain and provide a contract register for all contracts relevant to the Services	X	
49.	Approve asset register and contract register		X
50.	Monitor and manage financial administration practices and procedures associated with the Contract	X	X
51.	Provide data in order to conduct charge back per DIS requirements	X	
52.	Act as primary contact for all billing and financial issues	X	X
53.	Ensure compliance with State of Arkansas Travel and Expense Regulations	X	
54.	Review invoices, charges, and budget performance to identify billing disparities and work with Contractor to identify corrective actions		X
55.	Implement corrective actions for billing disparities	X	
56.	Provide a monthly report of progress and any variances to plan	X	
57.	Maintain an audit trail and records of all costs incurred under the Agreement	X	
58.	Proactively ensure that all unnecessary costs are eliminated, and that costs are managed in an efficient manner	X	
59.	Approve all cost controls		X
	Milestones Management		
60.	Manage and coordinate all delivery aspects of the project activities as scoped in the Statements of Work	X	
61.	Provide periodic written performance management reports to and conduct periodic scheduled and ad hoc review meetings as required	X	
62.	Review and monitor Contractor performance against milestones, performance improvement plans and industry benchmarks		X
63.	Ensure in-scope technical solutions are consistent with operations strategy and architecture	X	
64.	Ensure Contractor performance meets operational requirements	X	

65.	Conduct a formal review and report on root causes of project delivery or other relationship related matters, and document such findings per the requirements in the Statements of Work	X	
Resource Management			
66.	Ensure that staffing, technology and skill levels are adequate to achieve contract objectives	X	
67.	Inform DIS PMO of any potential key personnel staffing changes and of any new personnel assignments planned for projects and services arising out of any Change Requests	X	
68.	Review and authorize key personnel changes to existing Services and personnel for new projects and Services		X
69.	Define any constraints for the use of subcontractors		X
70.	Recommend subcontractors for delivery of Services, if applicable	X	
71.	Approve recommended subcontractors in State of Arkansas DIS' sole discretion		X
72.	Supply Contractor staff turnover data when requested by DIS - State of Arkansas	X	
Integration Management			
73.	Provide information on integration requirements as per the integration scope defined in section 5.1		X
74.	Define integration solutions as per the integration requirement and scope defined in section 5.1	X	
75.	Approve integration solutions		X
76.	Develop/recommend overall IT architecture, implementation strategies and Third-Party integration strategies for in scope Services in support of the strategic IT plan	X	
77.	Review and authorize IT architecture, implementation strategies and Third-Party integration strategies for in scope Services		X
78.	Coordinate and participate in operational management processes between DIS and Contractor as required	X	X
79.	Develop Operating Level Agreements (OLAs) between Third Parties and Contractor if other Third-Party Providers of Services are providing services that integrate or impact upon those defined in the Agreement	X	
Customer Satisfaction Management			
80.	Provide periodic written performance management reports to DIS PMO on project performance and conduct periodic scheduled and ad hoc review meetings as required	X	
81.	Conduct customer satisfaction survey	X	
82.	Participate in and review customer satisfaction survey		X
Performance Management			
83.	Ensure that the Contractor's performance meets business requirements as defined in 3.1 (Target State Design and Build SoW), 3.2 (Data Center Migration Planning and Execution Services SoW) and 3.3 (Agencies Migration Planning Execution Statement of Work)		X
84.	Recommend continuation, improvement or problem resolution to ensure that business requirements are met.	X	X
85.	Leading the measurement process for assessing Project Milestone fulfillment and acceptance of deliverables		X

86.	Reviewing and monitoring performance and facilitating development of improvement plans if any		X
87.	Conducting exploratory activities to determine how to raise performance levels and recommending technological changes where appropriate to ensure that they properly reflect operational needs, while balancing costs	X	X

3.6 SERVICE LEVEL REQUIREMENTS

- A. State law requires that all contracts for services include Service Level Requirements 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 Service Level Requirements prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *T- 4* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Service Level Requirements 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 Service Level Requirements will become an official part of the contract.
- E. Service Level Requirements will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Service Level Requirements as specified will result in the assessment of damages.
- G. In the event a Service Level Requirements 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.
- I. The Contractor **shall** be excused from responsibility to meet a Service Level to the extent and for the time period, in each case, as Contractor has demonstrated through a Root Cause Analysis and DIS has accepted the Root Cause Analysis findings that the failure to meet such Service Level was directly due to following:
 1. DIS or any of its contracted 3rd Parties performing services directly related to the data center operations not meeting its known and documented commitments
 2. Service or resource reductions requested or approved by DIS and agreed to by the Parties through the Change Control Procedures; provided that Contractor previously notified DIS in writing that the implementation of such request would result in a Service Level Default.

SECTION 4 – CRITERIA FOR SELECTION

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

4.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Response* to verify submission Requirements have been met. *Technical Proposals Responses* that do not meet submission Requirements will be rejected 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
Corporate Background and Experience			
Corporate Background (T-2 Section 1)	5	10	70
Corporate Experience (T-2 Section 2)	25	10	70
Legal Consideration (T-2 Section 3)	5	5	35
Project Organization and Staffing, and Staff Experience			
Key Personnel (T-3 Section 1)	5	10	70
Project Organization and Staffing Plan (T-3 Section 2.1)	5	5	35
Staff Management, Training, Staff Retention (T-3 Sections 2.2- 2.4)	15	5	35
Work Locations, Resumes, Collaboration, Governance (T-3 Sections 2.5-2.8)	20	5	35
Methodology and Requirements Approach			
Methodology (T-4 Section 1)	15	5	35
Overall Approach (T-4 Section 2.1)	5	5	35
Discovery, Transformation, Readiness (T-4 Sections 2.2- 2.4)	15	10	70
Information Risk (T-4 Section 2.5)	5	5	35
Project Planning			
Project Management Methodology and Deliverables (T-5 Section 1)	5	10	70
Deliverables (T-5 Section 2)	5	10	70
Project Workplan (T-5 Section 3)	5	5	35
Total Technical Score	135	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.

4.2 **DEMONSTRATION SCORE**

- A. The Prospective Contractors with the top three Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule Orals/Demonstration.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Orals/Demonstration" score sheets.
- C. After each Orals/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the orals/demonstration and revise their individual scores on the Post-Orals/Demonstration Consensus Score Sheet based on the information in the Orals/Demonstration.
- D. The final individual scores of the evaluators on the Post-Orals/Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

4.3 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest two-year grand total as shown in Template C-1 Cost Workbook on **Table 1 of tab 1 "Total Cost Summary"**. (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

4.4 **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

4.5 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.

The submission of a *Technical Proposal Response* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 5 – GENERAL CONTRACTUAL ITEMS

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

5.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Department of Information Systems
Attention: Chief Financial Officer
P.O. Box 3155
Little Rock, AR 72203-3155

- B. The Contractor **shall** ensure that invoicing follows the predetermined milestone payment schedule. The Contractor **shall** provide a series of proposed milestones prior to negotiations. DIS will have the final determination of all payment milestones.
- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- D. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- E. 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.
- F. 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.
- G. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- H. 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>.

5.2 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.

5.3 **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.

5.4 **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. 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.

5.5 **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.

5.6 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.

5.7 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.

5.8 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.

5.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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 6 – 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 rejected. 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.