



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

REQUEST FOR PROPOSAL

RFP Number: SP-14-0109	Buyer: Jared Chaney
Commodity: Information Systems Support (ISS) Agency: Department of Human Services (DHS)	Proposal Opening Date: April 21, 2015
Date Issued: January 16, 2015	Proposal Opening Time: 2:00 p.m. Central Time

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

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

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

Name (type or print): _____ Title: _____

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

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Business Designation (check one):
 Individual [] Sole Proprietorship [] Public Service Corp []
 Partnership [] Corporation [] Government/ Nonprofit []

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GENERAL DESCRIPTION:	Information Systems Support (ISS)
TYPE OF CONTRACT:	Term
BUYER:	Jared Chaney
AGENCY P.R. NUMBER	1000665467
MATERIAL GROUPS	91829

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

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number_____

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

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

4. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that 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:

- 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;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

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- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- 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;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- 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.

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.

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.

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.

5. **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM:** The respondent's solution **must** comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.
6. **ALTERATION OF ORIGINAL RFP DOCUMENTS:** The original written or electronic language of the RFP documents **shall** not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response **shall** not be considered.
7. **REQUIREMENT OF AMENDMENT:** THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
8. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening are considered late and **shall** not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.

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9. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and **shall** not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall** have no force or effect. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a bid.
10. **ANTICIPATION TO AWARD:** After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agencies/vendor's own risk.

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

11. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offer or paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and **must** be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
12. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
13. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this RFP. The Implementation contractor must comply with the following provisions in addition to other agency, state or federal rules or regulations that may apply:
14. **EXECUTIVE ORDER 11246**
Entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
15. **THE CLEAN AIR ACT, SECTION 306**
No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- A. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- B. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency

which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- C. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- D. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

16. THE CLEAN WATER ACT

No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

- A. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- B. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - 1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- C. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- D. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- E. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

17. THE ANTI-LOBBYING ACT

This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

18. AMERICANS WITH DISABILITIES ACT

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

19. DRUG FREE WORKPLACE STATEMENT

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- A. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- B. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- C. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
- D. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
- E. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

20. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

- A. The applicant certifies that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

22. LANGUAGE: Proposals will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Department of Human Services (DHS) to obtain pricing) for maintenance, support and modifications of its various mainframe and client-server computer applications (refer to Appendix 1) as well as maintenance, support and development of new web-based applications. The contract will include current services and further enhancements to the existing technological infrastructure and a contract for Information Systems Support (ISS).

1.1 ISSUING AGENCY

This RFP is issued by the Office of State Procurement (OSP) for the Department of Human Services (DHS). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Kimberly Fairchild at 501-682-0247 or via email at Kimberly.Fairchild@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.2 PROCUREMENT TIMELINES

Event	Date
RFP issued	1/16/15
Due date for written questions	02/6/15
Due date for answers to questions*	02/13/15
Due date for receipt of the mandatory Letter of Intent	02/27/15
Closing date and time for receipt of proposals-also opening of received responses	04/20/15
Anticipated completion of proposal evaluation and selection*	05/22/15
Anticipated contract start* (Subject to State approval)	06/31/15

**Anticipated Dates*

1.3 CLARIFICATION & QUESTIONS OF RFP

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions will be accepted until the close of business, **February 6, 2015**. Submit questions to Kim Fairchild at Kimberly.Fairchild@dfa.arkansas.gov. Bidder(s) questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business, **February 13, 2015**. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at bidder(s) own risk.

1.4 LETTER OF INTENT

Bidders who intend to submit a proposal in response to this RFP **must** submit a letter of intent to Kim Fairchild at Kimberly.Fairchild@dfa.arkansas.gov. The letter of intent **must** identify the bidder's contact person and include their address, phone number, and email address. The State Buyer, Kim Fairchild, **must** receive the letter of intent no later than **February 27 , 2015 prior to 4:00 p.m. central time**. The State Buyer will accept a copy of the letter of intent sent by e-mail.

1.5 **APPENDICES**

- A. The bidder is advised that there are attachments that are separate downloadable documents located on the same web page where the RFP document SP-14-0109 is available for download. It **shall** be the sole responsibility of the bidder to obtain the appendices. The bidder **shall not** be relieved of any responsibility for performance under the contract due to failure of the bidder to obtain copies of the eight (8) Appendices listed below:
1. Appendix 1: List of existing applications [mainframe and client-server computer applications]
 2. Appendix 2: Summary of monthly ABENDS by system and monthly production migrations by system
 3. Appendix 3: Mainframe and Client Server Migrations and Builds
 4. Appendix 4: Major Application Complexity Rating Scales
 5. Appendix 5: DHS DIS Policy and Standards (zipped files)
 6. Appendix 6: Joint Operations Performance Manual (JOPM)
 7. Appendix 7: The Organizational Model for ISS
 8. Appendix 8: Business Associate Agreement (BAA)

1.6 **CAUTION TO BIDDERS**

- A. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
- B. Vendor(s) **must** submit 1 (one) signed original hard copy technical proposal on or before the date specified on page one of this RFP.
- C. Vendor(s) **must** also submit 1 (one) original hard copy "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the electronic copy. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**
- D. The vendor(s) should submit five (5) complete hard copies (marked copy) of the RFP technical proposal response, and six (6) electronic versions of the technical proposal response, preferably in MS Word/Excel format, on CD or preferably flash drive.
- E. The vendor(s) should submit one (1) electronic version of the "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD or flash drive. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
- F. The bidder should ensure all copies and all media are identical to the bidder's hardcopy original proposal. In case of a discrepancy, the original hardcopy **shall** govern.
- G. Failure to submit the required number of copies with the proposal may be cause for rejection.
- H. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- I. Proposal responses should be page numbered.
- J. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract **must** have signed the proposal.
- K. All official documents and correspondence **shall** be included as part of the resultant contract.

- L. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals **will** be rejected for one or more reasons not limited to the following:
1. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
 2. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
 3. Failure to sign an Official RFP Document.
 4. **Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.**
 5. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
 6. Failure of any proposed services to meet or exceed the specifications.

1.7 **RFP FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

1.8 **TERM OF CONTRACT**

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

1.9 **PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded to the: Arkansas Department of Human Services, Attention: OST Procurement - P.O. Box 1437 Slot N101, Little Rock, Arkansas 72203-1437.

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

Selected vendor **must** be registered to receive payment and future RFP notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.10 **RECORD RETENTION**

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

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.11 **PROPRIETARY INFORMATION**

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

- B. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- C. *If a redacted copy is not included*, the entire proposal **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.
- D. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

1.12 **RESERVATION**

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

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal. The prime contractor **will** be responsible for the contract and will be the sole point of contact with regard to support services.
- B. If any part of the work **must** be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities within thirty (30) days of contract award.
- C. The vendor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official.
- D. **The contractor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.**

1.14 **CONTRACT INFORMATION**

- A. The State of Arkansas may not contract with another party:
1. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 2. Upon default, to pay all sums to become due under a contract.
 3. To pay damages, legal expenses or other costs and expenses of any party.
 4. To continue a contract once the equipment has been repossessed.
 5. To conduct litigation in a place other than Pulaski County, Arkansas
 6. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:

1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
2. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.15 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in "CLARIFICATION OF RFP AND QUESTIONS". The words "bidder" and "vendor" are used as synonyms in this document.

1.16 CONDITIONS OF CONTRACT

The successful vendor(s) **shall** at all times observe and comply with DHS DIS policy, Federal, State, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.17 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but **will not** be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or \$6,000,000.00, whichever is higher. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the Contractor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

1.18 AWARD CRITERIA

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

1.19 AWARD RESPONSIBILITY

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

1.20 PUBLICITY

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project **shall** not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid

reason for disqualification of the vendor(s) proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is complete.

1.20 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the bidder(s) certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.
- B. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidder(s) **shall** understand that this paragraph may be used as a basis for litigation.

1.21 COST

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

NOTE:

- 1) The State **will not** be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation **will** be borne by the bidder.
- 3) Official Proposal Price Sheets may be reproduced as needed.
- 4) Vendor(s) may expand items in the Pricing Table 2 to identify all proposed services to include an hourly rate and description of service. **A separate listing, which must include pricing, may be submitted with the "Official Proposal Price Sheet" ONLY.**

1.22 CONFIDENTIALITY

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

1.23 NEGOTIATIONS

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

1.24 CANCELLATION

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

1.25 SECURITY CLEARANCE

- A. At the written request and at the sole discretion of the State agency, the State agency **shall** have the right to require the vendor's and/or subcontractor's staff that **will** be performing work for the State agency to undergo a security background review prior to performing work. The vendor **shall** agree to provide information to the State agency that may be needed to complete security background investigations of the vendor's and subcontractor's employees. Failure to provide the required information or forms and/or failure to successfully pass the security background checks may result in removal of this individual(s) from service eligibility in performance of project contracted services. Upon removal, the vendor **must** replace the ineligible worker with a worker of equal or greater value.
- B. The vendor **shall** be responsible for the costs for such security background investigations.

1.26 CONFIDENTIALITY AND SECURITY DATA & DOCUMENTS

- A. The vendor **shall** agree and understand that all discussions with the vendor and all information gained by the vendor as a result of the vendor's performance under the contract **shall** be confidential and that any reports, documentation, or material prepared as required by the contract **shall not** be released to the public without the prior written consent of the State.

- B. If required by the State, the vendor and any required vendor personnel **must** sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the vendor and any required personnel to sign such documents **shall** be considered a breach of contract and subject to the cancellation provisions of this document.

- C. Under no circumstances **shall** the data, information, documents, etc., be transferred, processed, exported, accessed, or reside outside the continental United States of America. All data conversion services **must** be performed within the United States.

SECTION 2 SPECIFIC REQUIREMENTS

2.1 **BACKGROUND AND FUTURE INFORMATION SYSTEM REQUIREMENTS**

- A. The current DHS (ISS) contract with Northrop Grumman Corporation Information Technology is a combination fixed price and fixed rate deliverables-based professional services contract that will conclude its term on 6/30/2015. The current contract provides for a fixed-fee deliverables-based baseline component at a current annualized funding level. There is an additional annualized Above-Baseline (ABL) component relating to services not specifically provided in the ABL deliverables. Funding amounts for the ABL services are included in this RFP and also in the maximum liability of the contract. However, service needs **shall** be identified and task order prices negotiated before ABL work is initiated. The contract will include published ABL rates for major skill sets.
- B. In the event a new vendor is selected, that vendor **must** work with the current contractor, Northrop Grumman Corporate Information Technology, for a six (6) month transition period beginning 1/1/2015 and ending 6/30/2015. The new vendor **must** provide adequate staff during transition and be ready to assume all aspects of the day-to-day operations on 6/30/2015. A separate agreement will be executed with the newly selected vendor to compensate them for costs during the transition period.
- C. The DHS Office of Systems & Technology (OST) is responsible for the development, maintenance and support of the Department's information systems. This office is one of 16 divisions and offices within DHS. OST is headed by the DHS Chief Information Officer (CIO) who reports directly to the Director of the Department of Human Services.
- D. In state fiscal year 2014, OST employed 37 State employees and directly managed this major outsource contract, the ISS contract which currently provides staff in the development, support and maintenance of all DHS systems not otherwise mentioned in this document as being supported by others. Seven (7) OST employees support the DCFS CHRIS system, six (6) provide data management and reporting support, eleven (11) provide technical support for desktops, laptops and peripherals in our remote facilities outside Pulaski County, eight (8) provide security for the DHS network, and five (5) provide administrative and systems management support for DHS.
- E. The Division of Medical Services (DMS) has contracted with an outside fiscal agent, Hewlett Packard (HP), to process Medicaid claims through the related Medicaid Management Information System (MMIS). The MMIS function will be outside the scope of this procurement, although the Contractor **must** coordinate, cooperate and interface with the MMIS vendor or other vendors as required.
- F. The Division of Medical Services (DMS) has contracted with an Episode Based Payment System (EBPS) vendor, General Dynamics Information Technology (GDIT) for the Arkansas Payment Improvement Initiative. The contractor **must** coordinate, cooperate and interface with the EBPS vendor. The contractor **must** also provide the creation of score cards, reports and other metric tools for use with internal DHS staff.
- G. The CIO will set the overall technical direction of the DHS Information System Support operations and oversee the work of the outsource vendor. The CIO will maintain a small staff of state employees to perform administrative tasks related to contract administration, purchasing, identification of DHS Division/Office information systems priorities, information security and an interface to the State Department of Information Systems (DIS).
- H. DHS is the largest department in Arkansas State Government. Services are provided through Divisions that are coordinated from Central Offices in Little Rock (Pulaski County). The department is the largest payer of medical care services in Arkansas with more than \$5.1 billion in State and Federal Medicaid dollars being paid to approximately 12,000 providers across the State in fiscal year 2014. Specific services are provided by programs in one or more of these sixteen (16) Divisions and/or Offices:
 - a. Office of the Director
 - b. Office of Policy and Legal Services (OPLS)
 - c. Office of Communications (OC)

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- d. Office of Finance and Administration (OFA)
 - e. Office of Quality Assurance (OQA)
 - f. Office of Systems and Technology (OST)
 - g. Division of Aging and Adult Services (DAAS)
 - h. Division of Behavioral Health Services (DBHS)
 - i. Division of Child Care and Early Childhood Education (DCCECE)
 - j. Division of Children and Family Services (DCFS)
 - k. Division of Community Service and Nonprofit Support (DCSNS)
 - l. Division of County Operations (DCO)
 - m. Division of Developmental Disabilities Services (DDS)
 - n. Division of Medical Services (DMS)
 - o. Division of Services for the Blind (DSB)
 - p. Division of Youth Services (DYS)
- I. In addition to the department's central complex at 7th and Main in Little Rock, DHS has 105 remote facilities scattered throughout the 75 county service area; 86 county offices, 7 regional juvenile facilities, 5 human development centers, the DHS Warehouse, the Arkansas State Hospital, and the Arkansas Health Center. In State fiscal year 2014 there are over 7500 employees and the budget is \$5.5 Billion.
- J. Potential bidders should be aware of the current dynamic environment involving funding and composition of programs administered by the Department of Human Services. State-level reorganization and restructuring of service delivery mechanisms are possible as a result of changes in federal or State policy.
- K. DHS' vision of the future, as it relates to application software, is to migrate its current and future applications to newer technology solutions as these technologies evolve. The Information Technology Plan will drive the general technology direction, and the CIO will specify and approve the specific direction each new application will take.
- L. Data modeling is the discipline of capturing data and metadata and transforming it into a schema which is known as a "logical data model". The vendor **must** implement a data model in a manner to produce a common, unified database that may be accessed by the end-user community for ad hoc reporting.
- M. As newer technology applications are developed, legacy applications will be retired. With a different set of technical skills required to maintain the new applications, the vendor **will** be required to possess the skills, training and certifications necessary to maintain the applications or processes.
- N. DHS' goal is to have all LAN-connected PCs and networking hardware monitored and managed remotely. The WAN communications protocol is TCP/IP. The Department of Information Systems is responsible for all WAN issues. The vendor **will** be responsible for all LAN issues.
- O. The current ISS contractor manages for DHS a small data center of networked, rack mounted servers operating in the WINDOWS environment on location in DHS' downtown Little Rock office Complex. To improve data security, and provide for a greater level of operations infrastructure redundancy, consideration is being given to moving mission critical servers to the data center operated by the Department of Information Systems (DIS). The selected vendor **will** be responsible for planning for and coordinating this move with the DIS staff in such a manner as to minimize downtime and impact upon the end user community at DHS.
- P. DHS currently is utilizing a hybrid exchange system using Microsoft Office 365 for 4600 of our users and the state's Microsoft Exchange system managed by DIS for the remaining users. The vendor **must** manage administration and maintenance of both systems.
- Q. DHS currently is utilizing Microsoft Lync for their unified communication system. The vendor **will** be responsible for the maintenance and operation of this system.

2.2 **OBJECTIVES**

- A. The vendor **shall** provide the technical skills and experience to maintain existing applications (refer to Appendix 1) and, over the course of the contract, to continue to re-engineer legacy applications to take advantage of new technologies that will put information on the desktops of program personnel.
- B. Following the objectives for this Information System Support (ISS) outsource procurement **vendor must** provide for improvement of:
1. Flexibility of information systems;
 2. Ease of sharing data;
 3. Communications, planning and project management;
 4. Timely access to information by DHS employees;
 5. Training on information systems by DHS employees; and
 6. Increased protection of DHS, State and Federal data.
- C. The vendor **shall** provide, at a minimum, the following services:
1. Systems analysis, design, programming, implementation, documentation, training, and support of mainframe, local area network, wide area network, client-server, web based and microcomputer applications.
 2. Developing and implementing changes and enhancements to production systems.
 3. Production support, control, scheduling, and other tasks for timely and quality performance of batch, on-line, and distributed systems (the DIS performs the technical scheduling functions using CA-7 and Autosys).
 4. Maintain security and integrity of application systems by providing quality assurance, data administration, production control, and related tasks.
 5. Enhance procedures and manage backup, disaster recovery, and security procedures.
 6. Design, configure, manage, operate and maintain local area network equipment, software, and communications resources.
 7. Evaluate and recommend technical solutions to programmatic or functional requirements.
 8. Design, configure, manage and operate the DHS Hot site systems and infrastructure.

2.3 **MAINFRAME DESCRIPTION OF DHS APPLICATION DEVELOPMENT ENVIRONMENT**

- A. The majority of DHS legacy applications execute on an IBM 2066-03 mainframe facility maintained and operated by DIS. The vendor **shall** be required to provide personnel knowledgeable about the Mainframe environment described herein and **shall** be responsible for maintaining the mainframe applications for as long as they are in production. The system software used to develop and support DHS applications includes:
1. TSO is used as the text editor
 2. MVS/ZOS 1.04 Operating System
 3. CICS/TS 3.1 Transactions Server
 4. IMS 8.1 Database

5. VSAM File Management
6. LCM Source Code Management

- B. The ISS contractor **must** maintain application systems for use by the sixteen DHS Offices/Divisions. In support of these systems, DHS has developed, and ISS maintains a large number of mainframe application programs using COBOL MVS, COBOL II, CICS, and Assembler.
- C. Programmers supporting these systems currently average 13 maintenance and/or enhancement migrations per month in the production modules.
- D. DHS averages 2.2 million on-line transactions per month. The application systems are available to specific authorized users 24 hours per day and 7 days per week (except for 4 hours on Sunday starting at 1:00 p.m.). There is one production CICS region with normal on-line application system availability from 7:00 a.m. until 7:30 p.m.
- E. There are five (5) CICS test regions: Permanent Test, Temporary Test, 2 development regions, and a training region.
- F. On average, approximately 260 mainframe jobs are run per day in support of DHS requirements.

2.4 OPEN SYSTEMS, CLIENT SERVER AND WEB-BASED APPLICATIONS DESCRIPTION OF DHS APPLICATION DEVELOPMENT ENVIRONMENT

- A. The remaining DHS applications use a variety of newer technologies: ANSWER, AWARE, and CHRIS are Client Server applications running on UNIX servers. PowerBuilder is the development language; UDB or ORACLE is used as a back end for these applications.
- B. In recent years, the trend has been towards Web Based applications. These primarily use SQL Server as a back end and utilize VB6, VB.NET, Visual Studio 2003 and 2005, 2010 and C# as development languages.
- C. Harvest is used for Source Code Management for Oracle and DB2 applications and Team Foundation Server (TFS) for SQL based applications. The vendor shall be required to move all source code to TFS.
- D. The vendor **shall** be required to provide personnel knowledgeable about the application environment described herein and **shall** be responsible for maintaining the applications described.
- E. The vendor shall implement single sign on and certificate based authentication for systems on the State network and work with DIS for enterprise wide solutions.

2.5 SPECIFIC APPLICATIONS

- A. The vendor **shall** be responsible for supporting these 16 major DHS applications pursuant to the performance requirements specified in this RFP Section 2.6 and all of 3. These are:
 1. Arkansas Networked System for Welfare, Eligibility, and Reporting (ANSWER)
 - a. Arkansas administers a full range of human service eligibility programs. ANSWER supports the Transitional Employment Assistance (TEA) and SNAP programs and Medicaid Eligibility determination. The client server eligibility system called ANSWER has supplemented the existing ACES (Arkansas Client Eligibility System) since the fourth quarter of calendar year 2001. ANSWER is a graphical user interface (GUI) that serves as a front-end application for the Department's legacy systems and provides a single point of entry for the end user to update and query the legacy systems. ANSWER also provides policy enforcement through a set of automated rules and includes an on-line user's manual for system reference.
 - b. ANSWER meets Arkansas's functional and technical requirements and satisfies the Department's needs and objectives to support the Federal and State programs. These requirements encompass all federally certifiable criteria including the Food and Consumer Services (FCS) Automation of Data

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Processing/Computerization of Information Systems (ADP/CIS) Model Plan Checklist. ANSWER includes a number of system interfaces. The major interfaces include the ACES, SNAP and MMIS applications. The interface includes Recipient Overpayment Accounting System (ROAS) system and the Work Rate Calculation (WORC) system which calculates the percentage of clients performing activities necessary. This application suite will be replaced in the future by the Eligibility Enrollment Framework/CURAM.

2. Curam Eligibility Enrollment Framework (EEF)

Arkansas administers a full range of human service eligibility programs. Curam (EEF) supports the MAGI Medicaid and Health Care Independence Program (HCIP) Eligibility determination. The online eligibility system called Curam has been running parallel to the existing Medicaid eligibility system ANSWER since October 2013. Curam allows Arkansas citizens to apply for MAGI Medicaid and Health Care Independence Program (HCIP) coverage online. In some instances eligibility is determined and granted without worker intervention. Curam also allows the county office workers to determine and approve citizens for MAGI Medicaid and Health Care Independence Program (HCIP) eligibility. The roadmap for DHS is to systematically migrate all possible division's applications to this framework. This process will probably take at least six (6) years from the beginning of this contract. ANSWER, ACES, FACTS, WISE, WGN and Access Arkansas will be the first applications to be replaced by Curam.

3. Access Arkansas

Access Arkansas Management Interface is a web based tool used in conjunction with Access Arkansas. AAMI interfaces with the ANSWER system. After the client has used Access Arkansas to apply for TEA, SNAP and Medicare Savings services, the county office staff will use AAMI to register the application in ANSWER. The registration process is used to track the number of applications that is received and also to track the timeliness of completion of the application outcome. Once the application is registered it can be used to approve the citizen for appropriate services.

4. Worker Generated Notices (WGN)

WGN is a tool built within the ANSWER System to create client notices. The County Office worker uses the tool to create client notices which are uploaded to DocuShare and can be printed for mailing to the client. This process saves time for the worker and is used as verification that the client received notification of other items needed to process their application.

5. ARFinds

ARFinds is a link within ANSWER that allows County Office workers to verify citizen information. The link in ANSWER takes the worker to a web based service that allows them to select which data service they need to query for information. ARFinds replaced some of the functionality of Unique Client Directory (UCD). Using ARFinds the worker can access Driver's License Service, State Inquiry of SSA Information (SOLQ), Office of Child Support Enforcement (OCSE), Workforce and Employment Security Data (WESD), Department Of Health Vital Records information for Arkansas citizen's that apply for services.

6. Arkansas Client Eligibility System (ACES)

- a. Through the ANSWER system, data is collected online where eligibility for TEA and Medicaid benefits are determined and submitted to the ACES system. During the nightly batch processing cycle, the ACES system processes the data and issues supplemental and monthly benefits through the EBT system. It also submits data to the MMIS system regarding client Medicaid Eligibility. The ACES system is comprised of 17 subsystems servicing approximately 600,000 Medicaid clients and 11,000 TEA clients. The system provides state and federal reporting and produces the photo ID cards that are used at point-of-sale devices by providers to access client benefits.

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- b. The system is 20+ years old. The ACES system is comprised of approximately 120 on-line programs and 604 batch programs written in COBOL. The system accesses 19 IMS databases along with over 100 Virtual Storage Access Method (VSAM) files.

7. AWARE

- a. AWARE is a Microsoft Windows based application created for the Arkansas Division of Services for the Blind (DSB). This program was created to automate documentation and allow easy access to client information. AWARE is comprised of many case management tools that have assisted staff members in keeping case service records up-to-date and in order. With the inception of AWARE (and its accessibility capacity), blind and visually impaired staff are now able to enter and retrieve client information from AWARE without the assistance of a secretary. Supervisory staff can monitor case service records from their office without traveling to individual field offices. With the convenience of on-line processing, information is processed immediately and is readily available to staff as needed. AWARE is a user-friendly application that has allowed DSB staff members a way to better manage their caseloads in a professional manner.
- b. DSB receives state and federal funding each fiscal year that is allotted to each counselor to be used to grant services needed to clients. The services (i.e. Rehabilitation training, physical restoration, college training, aids & appliances) are provided to: 1) allow a client to enter the work force and/or 2) to live independently in their home & community. These services are rendered through the AWARE application in the form of authorizations and payments that are then downloaded each Friday to the server and picked up in a batch process. Numerous reports are created for the Division of Finance and DSB that details the vouchers, who they're paid to and the amount of payments applied to the DSB appropriation codes. This process also formats the authorization and gathers the data that is needed to create the file to send to AASIS. A voucher is then produced in AASIS and returned to DSB and the checks are then distributed to the vendor that provided the services.

8. Child Care Suite

- a. The Child Care system is comprised of several integrated Client/Server and Web applications serving the Arkansas Division of Child Care and Early Childhood Education (DCCECE). Child Care Licensing (CCL) system manages the licensing and inspections of state approved Child Care facilities (homes, schools, and centers). The KidCare system manages the eligibility determination and authorization tracking for the subsidized Child Care program. The Child Care Billing (CCB) system enables the participating Child Care facilities to submit their billing invoices electronically. The Decision Support System brings together data from all these systems as well as the Special Nutrition system to enable DCCECE the ability to view and report on this data from an enterprise level. KidCare is written in VS.Net and sits on a SQL server platform. Child Care Licensing manages inspection and licensing of authorized child care facilities.
- b. The Special Nutrition Program of the Arkansas Division of Child Care and Early Childhood Education was developed to capture facility, eligibility, rate, and claim data for the USDA federal food programs including; National School Lunch Program, Summer Food Program, and Child and Adult Care Food Program. The necessary calculations are performed on claims to generate payments to Special Nutrition Facilities. Payment data is sent via interface to the state accounting system, AASIS, to generate payments in the form of checks or direct deposits. Reports are generated to meet federal and state reporting requirements regarding meal counts and payments by program. The SNP System was deployed in February 2002. It uses VB 6 as the development tool and a SQL Server database.

9. Developmental Disabilities Services (DDS)

- a. Developmental Disability Services (DDS) provides a variety of support to improve the quality of life for individuals with mental retardation, autism, epilepsy, cerebral palsy or other conditions that cause a person to function as if they have mental retardation. DDS also provides services for

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individuals with a developmental delay, aged birth to 3 years. DDS also runs the 5 Human Development Centers for the severely disabled, needing around the clock care.

- b. The main DDS application supporting DDS
 - i. Tracks services provided to 6,000+ clients with disabilities
 - ii. Provides reports to satisfy Federal and State requirements
 - c. This application is third-party software and is used to track applicants for DDS services, services authorized, service plans, tracks required meetings with clients and parents, demographics, HDC store room inventory, dietary labels and menus, proscribed medications, possible interactions, payroll and other functions.
 - d. Within this application are several 3rd party software applications
 - i. DDS Dietary - manages the menu planning and produces meal labels for the clients admitted to an HDC.
 - ii. DDS Store Room Inventory - This sub-system tracks the inventory of supplies on-hand at each Human Development Center (HDC) supported by DDS.
 - iii. DDS Foster Grandparent Payroll- Another program supported by the DDS systems is the Foster Grand Parents program. This program enlists the support of elderly citizens around the state to give time and support to some of the younger DDS clients. The Foster Grand Parent Payroll system reimburses these citizens for expenses incurred and the time given to the program. This occurs through the use of the AASIS Payment Interface.
 - e. Also included within the application are:
 - i. DDS Cash Accounts
 - ii. DDS Community Center
 - iii. DDS Authorization
 - iv. DDS Staff Monitoring
 - f. A SQL reporting database provides the ability to create more complex reports in a timely manner for the users of the system.
10. Electronic Benefits Transfer (EBT)
- a. The Electronic Benefits Transfer System is a sub-system of ACES (for Temporary Employment Assistance (TEA) benefits, a cash assistance program formerly known as AFDC) and SNAP (for Food Stamp benefits).
 - b. The system has been operational since 1997 and is comprised of approximately 19 on-line programs and 20 batch programs. On-line programs are written in COBOL MVS, using CICS and VSAM data files. The batch programs are also written in COBOL MVS using VSAM data files. The system has approximately 11 VSAM files and 22 flat files.
 - c. The EBT System sends SNAP and TEA case benefit information to a 3rd party vendor and to Department of Workforce Services (DWS) respectively where a SNAP or TEA client account is established and credited with authorized benefits. Clients can use a debit card to access their SNAP and TEA benefits. The EBT system tracks updated client account information and creates reports for DHS managers.
11. Special Nutrition Assistance Program (SNAP)

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- a. SNAP is comprised of 10 subsystems servicing approximately 225,000 SNAP cases. Through the ANSWER system, data is collected online and eligibility is determined and submitted to the SNAP system. During the nightly batch processing cycle, the SNAP system processes the data and issues supplemental and monthly benefits through the EBT system. It also produces reports for the Arkansas Division of County Operations. Federally mandated reporting **must** be done in a timely and accurate manner to avoid sanctions. The system is over 20 years old. The system is comprised of approximately 80 on-line CICS COBOL programs and 300 batch COBOL programs. The system accesses four IMS databases and over 50 VSAM files. The major interfaces include the ANSWER, EBT, ACES, and SSI, (Supplemental Security Income).

12. AASIS Payment Interface

- a. The AASIS Payment Interface is a series of Data Transformation Services (DTS) steps that take a payment file or raw data from an external system and convert it into the appropriate format required by the state-wide accounting system (AASIS) for payment through the state's warrant process.
- b. The process allows for two distinct types of records to be sent to AASIS. Those with a valid AASIS vendor number and those with a "One Time Vendor" number assigned to the record. A record that contains a valid AASIS vendor number relies upon the data in the AASIS system to determine the appropriate mailing address for non-EFT payments. If a record has been flagged to use the EFT method of distribution, the AASIS system will send the warrant to the bank account on file. The One-Time Vendor payment records are used for non-1099 reportable payments to clients for reimbursement of program covered expenses. These records are noted by a specific vendor number in the vendor number field, they **must** also contain a mailing address for the printed warrants.
- c. Prior to finalizing the payment file and sending it to AASIS, the Data Transformation steps perform several validation edits against the file to ensure all required fields have been populated, the batch is in balance, and that valid cost accounting codes and values have been entered. If errors are found, the entire batch will be rejected and returned to the sending system.
- d. Depending upon the payments being processed, the payment records may be flagged for parking within AASIS or submitted for immediate printing by the Auditor's office. Payments that have been parked require the DHS Accounts Payable unit to release them through the AASIS system after they have validated the accuracy of the payment.
- e. Currently, the process is scheduled to run twice a day, as different systems have different times when their payments are produced. An email is sent after each run to the appropriate system personnel informing them of the success or failures of the conversion of the received payment file(s).
- f. Systems using this process include:
 - i. ACES
 - ii. AWARE
 - iii. Child Care
 - iv. THERAP
 - v. Foster Care Board
 - vi. DDS Foster Grandparent
 - vii. SNP
 - viii. WISE
 - ix. Wright Express

13. Cost Allocation Applications

- a. The AASIS Coding Validation Tables (CVT) is a web-based application that is potentially used by all DHS employees. The Cost Allocation/Research & Statistics Staff are the administrators of the data within the CVT.
- b. The CVT is a comprehensive table of accounting and cost allocation coding information which serves multiple purposes. The major purpose of the CVT is to serve as a coding accuracy check for expenditure information used in cost allocation. Since AASIS does not have any coding accuracy monitoring tools, an additional validation method had to be developed outside of AASIS to identify coding errors. CVT contains all valid combinations of Cost Centers and Internal Orders used in accounting transactions. Any unlisted combinations would be considered invalid. The CVT also contains comprehensive tables of coding elements and their definitions. In addition to the coding validation function the CVT serves as a matrix of relationships among various codes and elements of the accounting and cost allocation systems. The CVT ties together all related information, such as Division, Funds Center, Fund, Cost Center, Internal Order, Program Code, and provides details and descriptions on each category.
- c. The CVT data is used elsewhere in other applications and databases such as the AASIS Repository. Often times it is used to determine what division an employee works for by comparing the employee's cost center to the owning division of the cost center.
- d. Cost Allocation - Pre Cost Allocation Transaction Review
 - i. The Pre Cost Allocation Transaction Review (PCATR) application is a web-based application that used by division CFOs and the Cost Allocation/Research & Statistics Staff to support the DHS Cost Allocation process. There are three main purposes of the application:
 - Allow Divisions to access and correct ZWarrant transaction entries as well as PCR position coding with incorrect combinations of Cost Center and Internal Order, identified by the CVT.
 - Allow cost allocation staff to input additional information required for accurate cost allocation process. These additional inputs may include prior quarter adjustments, depreciation, and statewide costs.
 - Maintain several tables that control cost allocation information and processes. Among these tables are Job Codes table, Personnel Areas table and PCR Percentage Totals table.
 - ii. PCATR has the following reports available to end users:
 - ZWarrant Control Report
 - ZWarrant Report
 - Pre-Allocation Statistics Report
 - Program Codes Without Valid Grant Year Report
 - Program Codes /Grant years with Invalid Awards Report
- e. Cost Allocation – Processing
 - i. The cost allocation system is a web-based application that is used by the cost allocation/research & statistics unit to run the cost allocation process and calculations and verify the results for accuracy. The application uses information provided by CVT, PCATR and manual worksheets application to allocate quarterly expenditures based on approved methodologies. The application provides final results of the allocation process for verification in form of several reports and allows inputting of post-allocation adjustments.

- ii. The following reports are available to end users:
 - Pre Allocation Statistics Report
 - Post Allocation Statistics Report
 - Program Code Allocation Report
 - Cost Pool Allocation Report
 - Cost Pool Source Report
 - Program Code Source Report
 - Head Count Positions Report
 - Worksheet Percentages Report
 - Missing Percentages Report
 - Worksheet Percentages Error

- f. Cost Allocation - Reporting
 - i. The Cost Allocation Reporting application is a web-based application that is used to display the results of cost allocation and supporting documentation. The following groups of people use the application:
 - Cost Allocation/Research & Statistics unit staff
 - Division CFOs
 - Reporting and Forecasting Unit
 - Audit

 - ii. The following reports are available to end users:
 - Admin Pool Definitions
 - Admin Pool Headcount
 - Admin Pool Statistics
 - Allocation Details
 - Allocation for 896 by Cost Type
 - Allocation for 896 by Division
 - Allocation for 896 by Division and Funding Source
 - Allocation for Appropriation 58G by Division
 - Allocation for Other Appropriations by Division
 - Allocation Totals for 896 by Division
 - Audit Report Detail
 - Audit Report Summary
 - Commitment Item Summary
 - Cost Allocation Activity Report
 - Cost Allocation Activity Summary Report
 - Cost Center Allocation by Commitment Item

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- Cost Center Allocation by Program Code
- Cost Pool List
- Cost Pool Report
- Cost Pool Summary
- Cost Pool Summary by Funding Split
- Depreciation Report
- F1 Allocation
- Final Funding
- Fund Adjustment Entries
- Fund Changes Summary
- Fund Percentages
- Funding Split Adjustment Details
- Funding Split Adjustment Entries
- Funding Split Adjustment Summary
- Funding Split Summary
- Funding Split Summary By Award
- Funding Split Summary By Award and Cost Type
- Funding Split Summary for 896 by Division
- Grant Year Adjustment Details
- Grant Year Adjustment Entries
- Grant Year Adjustment Summary
- Headcount Report
- Inventory by Fund
- Post Allocation Statistics Report
- Pre Allocation Statistics Report
- Program Code Allocation by Fund
- Program Code by Commitment Item
- Program Code Grant Year Listing
- Program Code Listing
- Program Code Post Allocation Adjustments
- Program Code Report
- Program Code Report Detailed
- Program Code Summary
- Program Code Summary by Funding Split
- Program Group Report
- SEFA Detail Report
- SEFA Report

- SEFA Revenue Report
- Summary Appropriation Report
- Summary of Allocation by Appropriation Type
- Summary of Allocation for All Appropriations
- Summary of Allocation for Appropriation 58G
- Summary of Allocation for Appropriation 896
- Summary of Allocation for Other Appropriations
- Summary of Allocation for Statewide Costs
- Worksheet Percentages
- ZWarrant Changes by Cost Center and Internal Order
- ZWarrant Changes by Internal Order
- ZWarrant Control Totals
- ZWarrant Report

g. Cost Allocation - Time Studies

- i. The DHS Time Studies is a web-based and Windows application that supports the Cost Allocation Research & Statistics unit in administering the time studies and collecting time study data. The application also serves the users/participants of the time study in completing their time study records in electronic form. The Time Study Maintenance Application is used to administer various types of time studies used to access what proportion of work time an employee spends performing a particular activity or working on a specific program. Currently, there are three types of time studies: 100% Review of Time, Call Long and the Random Moment studies. The results of the time studies are used to allocate indirect costs to benefiting programs in the cost allocation process.
- ii. The following reports are available to end users:
Random moment Time Study Reports:
 - Non-Matching Positions Report
 - Position Count Report
 - Date Count Report
 - TOD Count Report
 - Personnel Area Count Report
 - Missing Supervisor Report
 - Other Responses Report
 - Missing Responses Report
 - Incomplete Responses Report
 - Activity Summary Report
 - Aging Report
 - Average Return Rate Report

100% Time Study reports:

- Incomplete/Missing Time Study Report

- Employee Detail by Form
- Unlocked Time Study Report
- Minutes per Employee
- Minutes per Activity per Employee Report
- Minutes per "Other" Activity per Employee Report

14. AASIS Employee Repository

a. AASIS Employee Change SSIS Process

- i. This process was built for the Office of System Technology to assist various groups of people to alert them when changes to employee occur for the purposes of administering security to applications and other IT related services. The process uses data produced by the AASIS Repository Process. The AASIS Repository Process uses Position Control data from AASIS to determine the following changes:

- New Hires
- Terminations
- Transfer of Location
- Change in Position
- Transfer of Division
- Last Name Change

- ii. This information is distributed daily to the various groups of people by way of email with attachment link to a SQL generated report. The worksheet lists the before and after changes.

b. AASIS Repository

- i. The AASIS Repository is a database and a series of Data Transformation Services processes. The purpose of the AASIS Repository is to centrally locate the process of downloading files from AASIS and processing those files and to centrally store the data for use by applications and people.

- ii. The Repository is responsible for downloading the following files:

- Position Control Report
- Retirement Reconciliation
- Personnel Activity
- AASIS Vendors
- Payment Interface Warrant Data

- iii. This process is also responsible for generating employee change data that is used by several applications.

15. Work Incentive Service Eligibility (WISE) System

- a. The WISE system is comprised of 9 subsystems servicing approximately 85 DHS county offices and the central office users. The primary function of the system is to evaluate, track and report on consumers enrolled in either the TEA and/or SNAP program(s) for work type activities. The system was originally used and managed by the DHS Division of County Operations. As of July 2006, the

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system became the responsibility of the Arkansas Department of Workforce Services but still managed by DHS today.

- b. The system is over 20 years old, but underwent major renovations to the reimbursement processing sub-system to enable payments through AASIS. The system is comprised of 80 online programs and 132 batch programs. The on-line programs are written in COBOL, using CICS and some amount of high level DL1. The batch programs are written in COBOL using some amount of high level DL1 and COBOL MVS. The system accesses approximately 75-100 VSAM files and an IMS database with 29 data base segments.
- c. There are a number of system interfaces. The major interfaces include the ACES and SNAP applications and the AASIS Payment Interface. A web system, written in ASP.NET provides the users with the ability to view the current status of the payments submitted through the AASIS Payment Interface.

16. Children's Reporting and Information System (CHRIS)

- a. The Children's Reporting and Information System (CHRIS) is a client server system. CHRIS runs on a UNIX based Hewlett-Packard (HP) 9000, with PowerBuilder as the development tool and an Oracle database.
- b. This child welfare system is the Arkansas' Statewide Automated Child Welfare Information System (SACWIS). It provides case management for the Arkansas Division of Children and Family Services (DCFS) to document all casework activities:
 - i. Referrals – Child Maltreatment Calls handled by the Arkansas State Police Hotline;
 - ii. Investigations – Findings of Child Maltreatment Calls conducted by DCFS and Arkansas State Police Crimes Against Children's Division Investigators
 - iii. Child Protective Services:
 - In-Home – services/activities to maintain family; and,
 - Out-of-Home – foster care services/activities/placements to reunite child to family or other permanent goal;
 - iv. Supportive Services – services/activities to support family unit;
 - v. Interstate Compact – services/activities for Arkansas children residing out-of-state or families from other states residing in Arkansas;
 - vi. Independent Living Program – services/activities for ex-foster children over 18 years of age;
 - vii. Adoptions – services/activities/subsidies for adoptive families;
 - viii. Providers – services/activities for foster/adoptive families from Applicant Status to Approval Status to Re-evaluations; and other Placement Providers, such as Residential Facilities and Emergency Shelters. Also, Providers who offer Non-Placement Services, such as Counseling, Medical, and Educational Services.
 - ix. Staff Organization – demographics on all CHRIS Users;
 - x. Training – captures Staff and Foster/Adoptive Families training topics/dates/hours
 - xi. Differential Response – responds to allegations of child neglect
- c. In addition, CHRIS also has a financial component and automatically creates payments for non-contracted foster care placements and adoption subsidies. These obligations are submitted to AASIS once a month for payment. AASIS returns warrant information once the checks have been created and CHRIS and AASIS are reconciled each month.

- d. The system also provides numerous reports for federal reporting, as well as statewide reporting for DCFS to monitor casework activities.
- B. The vendor **shall** be responsible for supporting these DHS applications pursuant to the performance requirements specified in RFP Section 2.6 and all of 3. A detailed listing of all mainframe applications, Open Systems, Client Server and Web based applications is included as Appendix 1. A summary of monthly ABENDS by system and monthly production migrations by system are contained in Appendix 2 and Appendix 3, respectively.
- C. The current contractor, at the direction of the DHS-OST, has rated the maintainability, technical documentation and user documentation of each major application system. Rating scales range from highest (1) to lowest (5). Each major application has been evaluated by the following measures. Rating results for each major application may be found in Appendix 4.

Reliability

- 1. Reliable
- 2. Few changes required
- 3. Average
- 4. High Number of changes required
- 5. Unreliable

Maintainability

- 1. Easily maintained
- 2. Moderately easy
- 3. Average
- 4. Moderately difficult
- 5. Unstable and difficult

Technical Documentation

- 1. Current and complete
- 2. Requires minimal updating
- 3. Functional but needs updating
- 4. Need significant updating
- 5. Does not exist

User Documentation

- 1. Current and complete
- 2. Requires minimal updating
- 3. Functional but needs updating
- 4. Need significant updating
- 5. Does not exist

2.6 **BASELINE SCOPE OF WORK**

- A. The vendor **shall** provide at a minimum, the following support services:

- 1. Development of new applications and re-engineering of existing applications as required.

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2. Maintenance and enhancement of existing applications and interfaces and completion of projects in progress.
3. Technical guidance and direction to recommend hardware, software, and system architectural platform solutions.
4. Provision and maintenance of standards, procedures, and technical support relating to the acquisition and use of desktop, workstation, server, mainframe, terminal, LAN, and other peripheral device hardware and software.
5. Provision of technical competency in the use of system development techniques and software or hardware tools.
6. Provision of project management, user coordination, and reporting on all work in progress as described in section 3.2.
7. Interface with DHS CIO to report contract progress and issues to include: service request (Form 357) status, production processing errors, coordination with new system developers, and coordination with the MMIS.
8. Provision of backup and disaster recovery recommendations on an ongoing basis and implementing recommendations where applicable.
9. Provision of ongoing data administration support to facilitate technically sound database development and to facilitate implementation of integrated data facilities in support of the enterprise data model.
10. Provision of quality assurance support in the development and maintenance of standards, procedures, and guidelines; to assure the adherence to methodologies and development standards and procedures; and to assure the integrity and security of DHS system resources and data.
11. Provision and maintenance of procedures and data to support report distribution activities.
12. Cooperate with OST in doing all things necessary to comply with all federal rules, regulations and standards governing federal financial participation in Automatic Data Processing equipment and services acquired by the State and preparing Advanced Planning Documents (APD).
13. Cooperate with DHS Security and Privacy Offices to provide maximum security of client data.

SECTION 3 SUPPORT REQUIREMENTS

3.1 **PERFORMANCE REQUIREMENTS**

- A. The performance requirements for the procurement will cover seven (7) functional areas of information systems management and operation as defined below. A description of each functional area and the tasks associated with each are delineated in this section.
- B. The successful vendor **will** be required to provide a baseline level of information systems support over the life of the contract from among the tasks listed during normal weekday working hours (8:00 a.m.-4:30 p.m.). Some after-hours coverage **will** be required. The exact mix of baseline support tasks **will** vary from year to year, depending on the needs of the Department but the following list in E represents associated tasks that **will** likely be required during each year of the engagement.
- C. The vendor **shall not** be responsible for: Mainframe computer processing or Wide Area Network, These support services will continue to be provided by DIS.
- D. The staffing objective for the vendor **shall be** to provide a baseline level of application development support that provides the maintenance and minor enhancement requirements of the Department. As legacy systems are retired over time, the vendor **will** assume maintenance responsibility for the new applications.
- E. The Organizational Model for ISS, depicted in Appendix 7, has been developed and is currently in place. There are seven (7) functional areas of information systems management and operation that **will** be performed by the vendor under a fixed price for baseline tasks, which are:
1. Project Management
 2. Quality Assurance
 3. Database Administration
 4. Application Systems Support
 5. Application Systems Development
 6. Local Area Network Support and Network Administration
 7. Desktop Support within Pulaski County
- F. The Department is seeking an approach whereby the vendor **shall** be staffed at a minimal, baseline level to conduct the day-to-day activities as well as to implement the on-going migration of applications to new technologies. For tasks above the baseline, task orders **will** be generated throughout the contract period that **will** be in addition to the baseline functions. The purpose of the task order **shall** be to respond to time-sensitive system enhancements and modifications that are required periodically during the contract period, and **will** be quantified and negotiated independent of the fixed price baseline portion of the contract. Fixed rates, established in response to this RFP in Pricing Table 2, **will** be placed in the contract for tasks above the baseline.
- G. The CIO will prioritize those tasks above the baseline.

- H. The vendor **shall** understand and agree that the State of Arkansas' agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the vendor **must not** substitute such specific key individual(s) and/or personnel qualifications **shall** be made without the prior written approval of the State agency. Any substitution made pursuant to this paragraph **must** be equal or better than originally proposed and that the State agency's approval of a substitution **shall not** be construed as an acceptance of the substitution's performance potential. The State of Arkansas agrees that an approval of a substitution will not be unreasonably withheld.
- I. Upon request from the State agency for a particular personnel classification, the vendor **shall** provide resume(s) of available consultants. The vendor **shall** understand and agree that the State agency requesting services under the contract **shall reserve** the right to accept or reject any of the vendor's consultant(s).
- J. All of the vendor's consultants providing services to the State **must** be authorized to work in the United States in accordance with applicable federal and state laws and regulations. Offshore services **shall not** be provided under the resulting contract. All consultants and contractors shall complete background check and submit results to DHS CISO. If they have resided in Arkansas for at minimum 5 years a state background check can be submitted and a Federal background check is required if they live outside of Arkansas prior to access to the State network.
- K. The State agency **shall reserve** the right to request and the vendor **shall** provide immediate replacement of any of the vendor's consultant(s) providing services under the contract if deemed to by the agency be in the best interests of the State agency.
- L. HIPAA requirements **shall** also apply to entities with which DHS data is shared. If this data is covered by HIPAA, then a Business Associates Agreement (BAA) or contractual agreement specifying vendor responsibility for protecting and securing this data **must** be signed by both parties and provided to DHS/agency to ensure that this data is adequately secured according to DHS standards. This agreement/contract **must** be in force prior to testing or production implementation of this data exchange. Refer to Appendix 8 for sample BAA.

3.2 PROJECT MANAGEMENT

- A. The vendor **must** provide all support services that fulfill the requirements stated herein using project management best practices
- B. Project Manager: The vendor **shall** provide a Project Management Institute (PMI) certified project manager. The duties of the vendor's Project Manager **shall** include, but are not limited to the following:
 - 1. Direct any project, support assignment, etc. with responsibility for project/work performance from initiation to closure, including planning, organizing, managing, and controlling all aspects of the project/work assignment to ensure that tasks are performed according to the approved project schedule and project plan (if applicable).
 - 2. Coordinate and schedule all vendor's resource assignments.
 - 3. Identify all known items that may impact the availability of agency resources during the project/work assignment, and coordinate with the agency's Project Manager to avoid delays.
 - 4. Ensure that all necessary subcontractor commitments are in place and monitor subcontractor commitments.
 - 5. Initiate and maintain project/work assignment reporting and filing systems to ensure that project documentation is up-to-date, organized and readily accessible by appropriate contractor and agency staff.
 - 6. Obtain from the agency or network support services a system network configuration diagram and update it regularly to ensure that the system network configuration diagram accurately reflects the agency's architecture as it may change during the course of the contract.

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7. Arrange for the delivery and installation of all services in accordance with the project schedule.
8. Coordinate vendor's logistics for all on-site activities.
9. Mutually agree and clarify with the agency the training logistics considerations such as schedules and classroom resources.
10. Provide the agency's Project Manager and vendor's upper management with the weekly progress reports described herein.
11. Maintain a log of all defects, incomplete requirements or unresolved issues that occur over the course of the project/work assignment, including date and manner of resolution on a scheduled basis per the CIO of the agency. A copy of such log **shall** be provided to the agency upon their request.
12. Maintain a Plan of Action and Milestones for all security related issues for the course of the project/work assignment in compliance with Departmental, State and Federal guidelines.
13. Communicate with the agency's Project Manager(s) on a daily or weekly basis, as determined by the agency, regarding project/work assignment progress and activities, and ensure adequate communication between members of the vendor's and agency's staff.
14. Monitor and follow-up to ensure that the services are completed in compliance with the contract agreement and the dates set forth in the project schedule and project plan (if applicable).
15. Promptly consult with the agency's Project Manager(s) when project plan deviations occur, and document all such plan deviations in accordance with agreed upon change control procedures;
16. Provide consultation and advice to the agency on matters related to project/work assignment implementation strategies, key decisions and approaches, and project/work assignment operational concerns/issues, and acting as a conduit to the vendor's specialist resources that may be needed to supplement the vendor's normal implementation staff;
17. Facilitate review meetings and conferences between the agency and the vendor's executives when requested by the agency;
18. Identify and provide the agency with timely written notice of all issues that may threaten the implementation, operation or performance of the Information Systems (with "timely" meaning immediately after the vendor becomes aware of them);
19. Employ project management procedures that ensure a mutual understanding and agreement of the tasks to be completed and the schedule to be observed.
20. Work with DHS IT Security and DHS Privacy Offices to ensure all safeguards are in place for systems managing, processing or storing protected data.
21. Employ project planning methods that document the agency's expectations so that there are no false starts or wasted efforts.
22. Maintain a complete record of the project's/work assignments' history.
23. Ensure that adequate quality assurance procedures are in place throughout the project/work assignment, and that the work complies with the specifications and requirements pertaining to the scope of work.

NOTE: In the event of vacation, illness, training, or other absences, the vendor's Project Manager **shall** appoint a qualified designee to serve in his or her temporary absence.

- C. The vendor **shall** provide initial testing services on all work performed by the vendor to ensure that the components are operational to include correction of any system errors found during the vendor's testing. Testing **shall also** ensure that the integration between modules, and any interfaces that are affected by the particular project/work assignment, are operational, secure, and functioning properly.
- D. The vendor **shall** establish, operate and maintain an information processing support facility in a manner that serves the best interests of the Department. While the Project Director will manage the outsourced resources, project initiatives will be conducted in accordance with strategic priorities developed and approved by the CIO.
- E. The vendor **shall** provide at a minimum the following project management support services:
 - 1. Ensure that all current and future production systems perform at the level and within the time frame requested by the CIO of DHS.
 - 2. Provide sufficient staff with the skill levels necessary to support the DHS information systems (IS) environment.
 - 3. Provide and maintain an acceptable mechanism for managing service requests.
 - 4. Maintain and adhere to all process and procedure requirements in the Joint Operations Performance Manual (JOPM) as described at Section 1- Introduction and Appendix 5 DHS-DIS Standards and Appendix 6 DHS ISS Standards to provide effective delivery of services to DHS.
 - 5. Identify and recommend methods for reducing information systems costs and increasing efficiency, both by contractor review and initiation and direction from the CIO of DHS.
 - 6. Receive and resolve all technical problems and issues relating to the information support from OST as well as all DHS divisions.
 - 7. Provide advice and suggestions to the CIO of DHS or designee regarding revisions to existing IS standards, procedures, and guidelines
 - 8. Encourage the introduction and utilization of new information technologies that meet the needs of the Department of Human Services in the most efficient and cost-effective manner possible.
 - 9. Log all service requests and track all activities related to service requests in the service request system. Perform analysis and research needed to answer questions and provide work estimates for service requests.
 - 10. Provide an overall work plan for all project resources.
 - 11. Prepare a methodology for assessing both cost and technological impacts as above the baseline tasks are assigned.

3.3 QUALITY ASSURANCE FUNCTIONS

- A. The vendor **shall** provide a clearly defined promote-to-production process that enforces a strictly defined methodology for movement from development to Quality Assurance (QA) and production, with the ability to "roll back" to previous version. This process will comply with DHS DIS policy, State and Federal guidelines and best practices such as SDLC.
- B. The vendor **shall** work closely with the DHS CISO to provide an information systems environment that operates within acceptable security, availability, and integrity standards and procedures which minimize exposure to security and integrity breaches and physical damage.
- C. The vendor **shall** provide at a minimum, the following quality assurance support services:
 - 1. Provide direction and guidance regarding system library configurations.

2. Develop procedures to ensure the security and integrity of all application program code and associated configuration items.
3. Execute configuration management procedures to migrate new/changed code to production environments.
4. Provide technical advice to the DHS CIO and CISO regarding ways to improve the existing systems environment.
5. Execute procedures to maintain the security and integrity of all enterprise and application model information.
6. Maintain and update DHS standards, procedures, and guidelines as specified in the JOPM and in Appendix 6-DHS ISS JOPM.
7. Maintain procedures for obtaining approvals for new/changed standards, procedures and guidelines as specified in the JOPM Section 1.5.2 Changes to the Manual.
8. Obtain State approval of procedures. Ensure approved procedures are followed in accordance with the JOPM Section 1.5.2 Changes to the Manual, Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS JOPM.
9. Collect, organize and disseminate approved standards, procedures and guidelines to employees, vendors and contractors as required.
10. Provide consultation and direction on the use of a development methodology and supporting tasks/techniques.
11. Ensure that application system related DHS and DIS standards and procedures are followed in accordance with the JOPM, Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS JOPM included in the RFP.
12. Perform audits to determine that disaster recovery standards and guidelines are followed ensuring the integrity of critical DHS information system facilities in the event of a disaster situation to comply with Departmental, State, and Federal standards and guidelines.
13. Develop and oversee standards and procedures to ensure the integrity of DHS application systems, data and documentation in the event of a disaster situation.
14. Enforce standards, procedures and guidelines for application development, quality assurance and disaster recovery.

3.4 **DATABASE ADMINISTRATION FUNCTIONS**

- A. The vendor **shall** be responsible for Database Administration which develops and maintains a DHS strategic information architecture that facilitates data access. The vendor **shall** maintain an overall perspective of all DHS data regardless of platform: what exists, where it is located, and what it means. The vendor **shall** provide Data Administration which provides database administration for DHS application systems, including mainframe and network based systems. Data Administration **shall** address and include the provision of data security, backup and recovery, and integrity for all network-based applications.
- B. The vendor **shall** provide but not limited to the following data administration support services:
 1. Develop and apply standards and procedures for documenting DHS databases, files, and metadata, including the source and meaning of data attributes and work with DIS DBA's as necessary.
 2. Develop and maintain a security baseline for DHS databases, files and metadata based on Departmental, State and Federal standards and guidelines.

3. Ensure database designs will support DHS decision support and reporting systems.
4. Implement programs and procedures that provide data to the decision support and reporting facilities.
5. Develop and enforce database standard definitions and naming conventions for common elements.
6. Participate in application development planning, analysis and design tasks.
7. Enforce Data in Motion and Data at Rest encryption standards for databases that contain protected information per Departmental, State and Federal standards and guidelines.
8. Design database and file structures that are technically sound, efficient, and support the data architecture strategy and methodology.
9. Approve & review all physical and logical databases and file structures to ensure that they are technically sound, fundamentally secure, and support the data architecture strategy, while adequately defining DHS business requirements.
10. Maintain data backup and recovery procedures for all Network based application databases as specified in the JOPM, Section 5- Data Admin and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
11. Maintain database security requirements as specified in the JOPM, Appendix J. Security and Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
12. Tune each data structure to maintain optimum performance, reliability, and stability.
13. Follow standards, procedures and guidelines related to data administration, data analysis tools and techniques, and model management as specified in the JOPM, Section 5- Data Admin and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
14. Provide data administration support: disk space management and requirements forecasting, space reallocation, reorganization, backup and recovery, tuning, and tool usage.

3.5 APPLICATION SYSTEMS SUPPORT FUNCTIONS

- A. The vendor **shall** provide Application System Support which **shall** include overall maintenance and enhancement of application system software for all DHS Divisions. The application systems **must** be available to specific authorized users 24 hours per day and 7 days per week (except for 4 hour on Sunday's beginning at 1:00 a.m.). The production CICS region **must** have normal on-line application system availability from 7:00 a.m. until 7:30 p.m. central time.
- B. The vendor **shall** provide at a minimum, the following application systems support services:
 1. Follow the specified application development life-cycle methodology to develop application systems.
 2. Use DHS approved project management techniques and tools to manage, coordinate, and report development support activities, in accordance with the JOPM, Appendix G- SQA and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
 3. Use structured analysis and design techniques to develop application system enhancements.
 4. Integrate a security development lifecycle within the software development lifecycle per Departmental, State and Federal guidelines and standards.
 5. Provide analysis, design, programming, and testing to maintain and enhance all application systems as designated.

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6. Use a DHS-approved Service Request System to track and report change, enhancement, and problem activity related to designated application systems, in accordance with the JOPM, Section 2- Joint Procedures and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
7. Maintain application system software using the development tools and languages supporting DHS applications.
8. Coordinate the business and technical requirements of the DHS Divisions.
9. Provide employees skilled in the use of development techniques, such as JAD sessions, secure coding, process modeling, and data analysis.
10. Maintain application system models and documentation according to DHS standards and guidelines as per the JOPM, Appendix E- Configuration Management and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
11. Identify and report documentation deficiencies; develop and execute a plan for correction.
12. Provide application system models and documentation according to DHS standards and guidelines as per the JOPM, Appendix E- Configuration Management and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
13. Provide high availability on-call production support for all designated application system software.
14. Follow DHS and DIS standards and procedures for tool usage and development activities as per the JOPM, Section 4- AppDevCSWeb and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
15. Participate in periodic disaster recovery tests for selected application systems as determined by DHS Policy, state and federal regulations and guidelines.
16. Develop and maintain documented procedures for application system support, management and maintenance.
17. Develop, maintain, and tune application system software, as specified, which executes on the DIS mainframe.
18. Develop, maintain, and tune applications system software, as specified, which executes in client-server environments.
19. Monitor and maintain all Integration Services software, as specified, and resolve any production issues.
20. Develop and maintain DHS standards and procedures for security administration on the mainframe as specified in the JOPM in Appendix J- Security and in Appendix 5- DHS DIS Standards and Appendix 6-DHS ISS Standards the RFP.
21. Develop and maintain DHS standards and procedures for backup/recovery facilities to maintain the integrity of DHS data on the mainframe as specified NOT in the JOPM but is a Contract Deliverable-Audit and Implementation Plan and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
22. Maintain DHS application related CICS tables.
23. Maintain mainframe security system authorizations using ACF2 and application specific facilities.
24. Maintain DHS ACF2 user IDs.

25. Maintain DHS ACF2 rules as specified in the JOPM, Section 3- AppDevMainframe and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
26. Maintain DHS standards and procedures for using the database facilities in accordance with the JOPM, Section 5- Data Admin and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
27. Maintain DHS usage standards and procedures in the JOPM, Section 4- AppDevCSWeb and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP related to the mainframe system software as appropriate.
28. Provide technical support to users in accessing DHS systems or data.

3.6 **APPLICATION SYSTEMS DEVELOPMENT**

- A. The vendor **shall** provide upon written request by the agency, Application Development which builds and currently maintains systems that employ “newer” technologies, such as “client server”, and web-based applications, or other technologies which may arise. The majority of the systems mentioned below **will** utilize Microsoft .Net technology for the Graphic User Interface on the front end and Microsoft SQL-Server as the Database for the back-end. The vendor **shall** perform all of the life-cycle functions associated with these applications, including requirements analysis, software design, secure code development, application testing, installation, and maintenance.
- B. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, developed, or completed by the vendor pursuant to the terms of the contract **shall** become the property of the State of Arkansas. This requirement does not apply to the vendor’s previously copyrighted software intellectual property, third-party packaged off-the-shelf software modules provided as part of the system solution, and it **shall not** apply to third-party packaged tools used for the customization/enhancement of the specific application module(s).
- C. The vendor **shall** provide at a minimum, the following application systems development services:
 1. Use DHS approved project management techniques and tools to manage, coordinate, and report development support activities, in accordance with the JOPM, Appendix G- SQA and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
 2. Follow the specified application development life-cycle methodology to develop application systems.
 3. Design and implement relational databases in accordance with DHS standards and procedures.
 4. Upgrade software, code and frameworks based on current application versions as released by software vendors to ensure that security and functionality are maintained.
 5. Design and implement single sign-on and certificate based authentication in accordance with DHS standards and procedures.
 6. Use structured analysis and design techniques to develop application system enhancements.
 7. Integrate secure coding standards and security development lifecycle within the software development lifecycle per Departmental, State and Federal guidelines and standards.
 8. Provide analysis, design, programming, and testing to maintain and enhance all application systems as designated.
 9. Use a DHS-approved Service Request System to track and report change, enhancement, and problem activity related to designated application systems, in accordance with the JOPM, Section 2- Joint Procedures and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.

10. Maintain application system software using the development tools and languages supporting DHS applications.
11. Coordinate the business, technical and security requirements of the DHS Divisions.
12. Provide employees skilled in the use of development techniques, such as JAD sessions, secure coding process modeling, and data analysis.
13. Maintain application system models and documentation according to DHS standards and guidelines as per the JOPM, 8.6 Appendix E- Configuration Management and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
14. Identify and report documentation deficiencies; develop and execute a plan for correcting.
15. Provide application system models and documentation according to DHS standards and guidelines as per the JOPM, 8.6 Appendix E- Configuration Management and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
16. Provide on-call production support for all designated application system software.
17. Follow DHS and DIS standards and procedures for tool usage and development activities as per the JOPM, Section 4- AppDevCSWeb and in Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
18. Participate in periodic disaster recovery tests for selected application systems per DHS DIS Policy, JOPM State and Federal requirements.
19. Develop, maintain, and tune application system software, as specified, which run in Open Systems, Client Server, Microsoft Windows, Web Based environments, or other technologies as determined by the Information Systems Plan and the CIO.
20. Develop, maintain, and tune new Integration Services (formerly DTS) packages as necessary.

3.7 LOCAL AREA NETWORK SUPPORT FUNCTIONS

- A. The vendor **shall provide** Network Support and Network Administration which **shall** include the development of strategic architecture for DHS use of client/server and LAN facilities. The vendor shall employ a Network Architect to manage the teams, design secured networks and servers to serve as project manager for network support projects including working with clients to build efficient and secure solutions. The teams shall be responsible for installation, and administration of local area networks, servers and applications utilizing DIS Telecommunication services for wide area networking, and recommend standards and guidelines for DHS networks. Network Support **must** be available on a standard workday basis from 7:30 a.m. until 5:30 p.m. central time, as well as providing an on call rotation for Tier 2 and 3 support issues respectively.
- B. The vendor **shall** define and maintain a 3-Tiered support system detailing roles, responsibilities and ticket elevation procedures.
 1. Technical Support Analysts
 2. Network Administrators\System Administrators
 3. Network Engineers\System Engineers
- C. The vendor **shall** provide at a minimum, the following Local Area Network Support services:

Network Architect

 1. Provide technical expertise, leadership and direction to the Local Area Network and Desktop support teams.

2. Provide and maintain network documentation regarding DHS network infrastructure to include, but, not limited to, network topology, data maps, and endpoint security. Plan, Modify and implement secure network zones to enhance the protection of applications and data.
3. Analyze business requirements to develop technical network solutions.
4. Perform network modeling, analysis/planning and report findings to the CIO and CISO for future growth and design.
5. Write functional requirements and specification documents in compliance with state and federal guidelines to be submitted to the CIO and CISO.
6. Assisting DHS IT Security by testing devices, security controls, and systems for vulnerabilities and weak points.
7. Develop architectural strategy, including technology standardization and modernization of enterprise, data center and disaster recovery network infrastructures.
8. Align architectural strategy with DHS mandated business objectives.
9. Responsible for continual improvements to ensure network architect designs follow best practices, sustainability, and regulation compliance to meet State and Federal standards and guidelines.
10. Lead technical team members and subcontractors in developing and improving technical quality process, design, tier 2 and 3 support and make recommendations to the CIO and CISO regarding network and systems managed by OST.
11. Conduct scheduled meetings with the CIO and CISO on technical solutions, roadmaps and project status.

Network Administrators

1. Define and maintain procedures for lower Tiered support personnel on known issues and resolutions.
2. Process access control requests for network accounts, applications and/or data.
3. Log problem resolutions to problem/ticket tracking system.
4. Provide on-call support for DHS network issues, access issues and network outages during normal production hours, and emergency support during non-production hours.
5. Monitor DHS LANs for performance and outage problems by maintaining a Network Operations Center during business hours and reporting after hours.
6. Work with the DIS Help Desk personnel to develop problem diagnosis and resolution scripts for the Help Desk system in compliance with Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
7. Assist the Network Architect with capacity planning and monitoring of LAN configurations.
8. Monitor/manage network monitoring software throughout the State of Arkansas for network switch errors and possible network outages.
9. Implement and maintain server facilities and procedures related to network operations.
10. Maintain operating system, configuration management and baselines for network and security devices based on Department, State and Federal Standards.

Systems Administrators

1. Define and maintain procedures for lower Tiered support personnel on known issues and resolutions.

2. Log problem resolution details to problem tracking system.
3. Work with DIS Help Desk personnel to develop problem diagnosis and resolution scripts for the Help Desk system in compliance with Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
4. Manage and update applications and systems to meet compliance with DHS DIS Policies, Standards, State and Federal requirements.
5. Implement and maintain server facilities and procedures related to account administration, E-mail, workflow, calendaring, electronic forms, and document management.
6. Assign configuration of authentication and authorization of directory services.
7. Implement central facilities for managing the client/server environment addressing issues related to monitoring, software distribution, and security.
8. Setup and configuration of new servers or devices implemented in the state network.
9. Maintain operating system, configuration management and baselines for DHS desktops, servers hardware, and software based on State and Federal Standards.
10. Monitor Microsoft SCCM and SCOM for possible hardware issues, software updates, network issues as well as resolution support.
11. Maintain operating system, configuration management and baselines for Active Directory and systems based on Department, State and Federal Standards.
12. Provide on-call support for DHS hardware/software problems during normal production hours and emergency support during non-production hours.

Network Engineers

1. Assist with the design new local area networks for DHS according to standards and guidelines in compliance with Appendix 5-DHS DIS Policy and Standards and Appendix 6-DHS ISS Standards of the RFP.
2. Assist Network Architect and DIS Telecom in the evaluation and design of wide area networks used by DHS.
3. Install and configure new network devices to the DHS LANs.
4. Provide problem diagnosis and resolution for LAN and client/server facilities.
5. Log problem resolution details to problem tracking system.
6. Define and maintain procedures for lower Tiered support personnel on known issues and resolutions.
7. Develop and maintain training for Network Administrators for administration and support of applications and systems for hand off after system is in production.
8. Overall design and administration of DHS LANs with sufficient staffing levels and training to support the network and projects as determined by the Information Systems Plan, CIO and CISO of DHS.
9. Provide on-call support for DHS hardware/software problems during normal production hours and emergency support during non-production hours.
10. Implement LDAP authentication to network devices.

Systems Engineers

1. Install and configure servers, applications and system software.
2. Design, plan and implement new project applications, hardware, procedures and processes.
3. Provide consultation on use of LAN and client/server facilities and software.
4. Log problem resolutions to problem tracking system.
5. Define and maintain procedures for lower Tiered support personnel on known issues and resolutions.
6. Develop and maintain training for Systems Administrators for administration and support of applications and systems for hand off after system is in production.
7. Recommend standards, guidelines, policies and procedures related to LAN and client/server facilities including usage, performance, naming, backup, recovery, security, and virus protection.
8. Overall administration of DHS systems with sufficient staffing levels and training to support the servers, applications and projects as determined by the Information Systems Plan, CIO and CISO of DHS.
9. Provide on-call support for DHS hardware/software problems during normal production hours and emergency support during non-production hours.

3.8 DESKTOP SUPPORT IN PULASKI COUNTY

- A. The vendor **shall** provide Desktop Support for PCs in the DHS Central Office complex and other offices in Pulaski County, Arkansas which **shall** include support of an employee base of approximately 1800 employees. The vendor **shall** perform these functions in such a manner that productivity of DHS employees is maximized by the availability of desktop tools.
- B. The vendor **shall** provide at a minimum, the following Desktop Support services:
 1. Manage DHS Desktop hardware and software, to include the use of inventory and software monitoring tools and ghosting (imaging) software.
 2. Deploy, install, and configure new equipment.
 3. Provide diagnosis and resolution for desktop hardware/software, mobile devices and VoIP problems.
 4. Use statewide Call Center problem tracking software to track, allocate resources, and report to the requesting client and to the DHS/CIO on problem identification, diagnosis, and resolution of desktop hardware and software problems.
 5. Configure new PCs, mobile devices and VoIP devices for DHS employees.
 6. Document and Remove hard drives from PCs or devices and deliver to IT Security, in accordance with Department, State, and Federal standards, prior to shipping/resale by DHS warehouse.
 7. Work with the DIS Call Center to develop problem diagnosis and resolution scripts for Help Desk reporting/tracking system.
 8. Provide 24 X 7 on-call support for Division of Behavioral Health (DBHS) desktop hardware/software problems through a structured on-call support system.
 9. Provide on-call support for DHS hardware/software problems during normal production hours and emergency support during non-production hours based on location needs.

3.9 STATE AGENCY RESPONSIBILITIES

- A. The Arkansas Department of Information Systems (DIS) will perform mainframe computer operations and job scheduling on behalf of the Department.
- B. At its discretion, the DHS Office of Systems and Technology (OST) will accomplish major application development on behalf of the respective Department Divisions as described in Section 2 of this RFP.
- C. The Chief Information Officer (CIO) will administer this contract and other OST Managers will be instrumental in managing various components of contract performance. The CIO will have broad authority in determining the scope and direction of technical initiatives and the allocation of contracted resources.
- D. Data entry, ad hoc and non-production analysis and reporting, equipment ordering and installation (outside of Pulaski County) will be performed and managed by OST.
- E. Interpretation of federal and state rules and regulations as they pertain to information systems will be performed within OST and the DHS Divisions.

3.10 REPRESENTATIVE DESCRIPTIONS OF TECHNICAL POSITIONS

- A. The following descriptions for technical positions are representative descriptions for these positions and are intended to describe the general types of work necessary. DHS does not warrant that technical skills referenced constitute a complete list of skills needed to support this contract. All positions will be required to follow security and daily procedures. Staff personnel proposed must be currently on the bidder's (or proposed subcontractor's) payroll. Any substitution of personnel after contract award shall have to provide equal to or better qualifications than the proposed Key Personnel resumes submitted herein.
 - 1. Mainframe Programmer: The position of Mainframe Programmer **shall** be skilled in the use of TSO, COBOL, CICS, MVS JCL, applicable productivity tools, applications programming and other tools and technologies which may be employed during the course of the contract. Knowledge of IMS and DB2 Databases and VSAM **shall** be essential.
 - 2. Client/Server Programmer: The position of Client/Server Programmer **shall** be skilled in the use of POWERBUILDER, VB6, ORACLE, SQL, database design, application development techniques, and other technologies which may be employed during the course of the contract. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSD, SSCP and/or other professional certifications.
 - 3. .Net Developer: The position of .Net Developer **shall** be skilled in the use of past and current versions of Visual Studio, Visual Basic.NET, C#.NET, SQL, database design, application development techniques, and other tools which may be employed during the course of the contract. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSD, SSCP and/or other professional certifications.
 - 4. Tester: The position of tester **shall** be skilled in performing unit and system integration testing of applications, regardless of platform or information technology employed. A tester **shall** be required to have skill sets in Quality Center/WinRunner.
 - 5. Office365 Product Specialist: The Office 365 Specialist **shall** be skilled in the management, troubleshooting, and use of Office 365. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSE or other professional certifications.
 - 6. Microsoft Lync Specialist: The Microsoft Lync Specialist **shall** be skilled in the management, troubleshooting and use of Lync servers and services. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSE or other professional certifications.
 - 7. Microsoft FIM Specialist: The Microsoft FIM Specialist shall be skilled in the management, development, troubleshooting, programming and use of FIM servers and services. The position shall demonstrate

knowledge of network technologies through achievements and certifications such as MCSE or other professional certifications.

8. SharePoint Product Specialist: The SharePoint Product Specialist **shall** be skilled in management, troubleshooting and the use of past and current versions of Microsoft SharePoint. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSE or other professional certifications.
9. BizTalk Product Specialist: The BizTalk Product Specialist **shall** be skilled in the use of past and current versions of Microsoft BizTalk. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSE or other professional certifications.
10. Technical Writer: the position of Technical Writer **shall** be skilled in developing written instructions, reports, documentation or other documents of a technical nature regardless of the information technology described.
11. System Administrator: The position of System Administrator **shall** be skilled in MVS ASSEMBLER, TSO, CICS, MVC JCL, systems programming, maintenance of CICS tables and other technologies involved in the maintenance of a large scale MVS production environment. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSD, SSCP or other professional certifications.
12. Database Administrator: The position of Database Administrator **shall** be skilled in the design, tuning and maintenance of DB2, ORACLE, and SQL databases or other database technologies which may be employed during the course of the contract. Issues with IMS database are referred to the Department of Information Systems (DIS), which is contracted for support. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCDBA, SSCP or other professional certifications.
13. Network Architect/Manager: The position of Network Architect shall be skilled in technologies required for network design and documentation, data communications, application management and design, analysis of business requirements, project management, application security, network security, and associated technologies and methodologies to ensure the integrity and availability of the network. Managing and maintaining operating planning and long term resolution initiatives to address any operational issues/outages occurred. The position shall demonstrate knowledge of network technologies through achievements and certifications such as CCDE, CCIE, ECA, MCSE, ISSAP or other professional certifications.
14. Network Engineer: The position of Network Engineer **shall be** skilled in technologies required to design, installation, analysis, troubleshooting and maintenance of networks and critical systems. The position shall demonstrate knowledge of network technologies through achievements and certifications such as CCNA, ECE, MCP, CISSP or other professional certifications.
15. Systems Engineer: The position of Systems Engineer **shall be** skilled in technologies required to design, installation, analysis, troubleshooting and maintenance of servers, applications and critical systems. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCP, CISSP, SSCP, MCSE, or other professional certifications.
16. Systems Administrator: The position of Systems Administrator **shall** be skilled in maintenance, administration, upgrading, and management of applications, servers, and active directory. The position shall demonstrate knowledge of network technologies through achievements and certifications such as CCNA, ESE, CISSP, SSCP or other professional certifications.
17. Network Administrator: The position of Network Administrator **shall** be skilled in maintenance, administration, upgrading, management of network devices open systems and user accounts. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCSA, MCP, CISSP, SSCP or other professional certifications.

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18. Desktop Support Technician: The position of Desktop Support Technician **shall** be skilled in technologies required to provide desktop support for information technology equipment used by DHS and the vendor employees in Pulaski County, Arkansas. The position shall demonstrate knowledge of network technologies through achievements and certifications such as MCP, MCSA or other professional certifications.

19. Application Security Manager: The Application Security Manager **shall** be skilled in development and enforcement of standards, procedures and guidelines for application development, quality assurance, leadership and disaster recovery. The Application Security Manager works directly with the CISO and Quality Assurance to ensure compliance and protection of systems containing protected information. The position shall demonstrate knowledge of network technologies through achievements and certifications such as CISSP, CSSLP, MCSD or other professional certifications.

SECTION 4 EVALUATION INFORMATION

TECHNICAL PROPOSAL FORMAT

Bidder(s) should follow the format below when preparing their technical proposal response. The original proposal and all copies should be indexed and tabbed with the below sections clearly marked. Bidder(s) should make the proposal easy for the evaluators to read and reference. Proposal response should be ordered as follows:

- A. **Table of Contents** - The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.
- B. **Background, Experience, and Qualifications** - (Section 4.1)
- C. **Method of Performance** - (Section 4.2)
- D. **Contract And Grant Disclosure And Certification Form**
- E. **Equal Employment Opportunity Policy**
- F. **Employment Of Illegal Immigrants online certification print out**

4.1 BACKGROUND, EXPERIENCE, AND QUALIFICATIONS

- A. Provide a brief description of the general scope of the bidder's, as well as any proposed subcontractor's, business and any areas of specialization. Details of the bidder's and subcontractor's background should include its size and resources, the date the bidder was established, ownership (private, public, partnership, subsidiary, etc.) and the total number of employees. (5 Points)
- B. Describe the bidder's organization's financial stability and any other financial resources available to the bidder to help support any subsequent contract. Provide a minimum of three (3) financial references (e.g., letters from creditors, letters from banking institutions, Dunn & Bradstreet supplier reports, etc). (5 Points)
- C. Has the bidder's organization or any subsidiary of the bidder's organizations (both past and present) ever filed for bankruptcy in the past six (6) years? (If yes, please explain.) (5 Points)
- D. In the past three (3) years has the bidder's organization or any of its affiliate firms been the subject of any of the following actions by any government agency (If yes, please explain): (5 Points)
 - Been suspended, debarred, had a pre-qualification status revoked or otherwise been declared ineligible to bid?
 - Been issued a written letter by the government indicating default/breach on any contract?
 - Had a contract terminated?
 - Involvement in any litigation?
- E. For the bidder and for all subcontractors, complete the Table below with four (4) different public governmental projects within the past six (6) years that demonstrates the bidder's as well as any proposed subcontractor's capabilities to perform two or more of the following types of services with special emphasis showing projects that utilize the same skill sets required in RFP Section 3.10.
 1. Project Management of a large scale IT project valued at \$300,000 or more
 2. Quality Assurance
 3. Database Administration
 4. Application Systems Support
 5. Application Systems Development
 6. Local Area Network Support and Network Administration
 7. Desktop Support

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These projects should demonstrate prior successful experience in IT operation management similar in size and scope as what is described herein as well as demonstrate experience and knowledge about State Human Services information systems. (5 Points)

Project Title:	
Project Location (City/State):	
Role of Bidder in Project: (Primary Contractor or Subcontractor)	
Name of Public Sector Government Entity:	
Name of Public Sector Project Manager/Sponsor:	
Contact Information for Public Sector Project Manager/Sponsor:	Telephone: Email:
Brief Description of Project (purpose/objectives of the project)	
Brief Description of the specific type and extent of services provided by the bidder's organization	
Brief Description of Technologies utilized by the bidder in the project in their performance of their specific tasks for the project (i.e., technological infrastructure, programming languages utilized, software tools utilized in performance of work, etc.)	
Number of Bidder's Organization's staff (<i>exclude</i> subcontractors or partners) that worked directly on the project tasks	
Project start date	
Project end date	
Total Project Amount:	

F. Describe the bidder's understanding and experience in operating the current and future hardware and technical architecture of the DHS systems. (5 Points)

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G. Provide the requested resume information pertaining to the qualifications of personnel proposed by the bidder and any proposed subcontractor(s) for the job classifications listed in the Key Personnel Table below. NOTE: The bidder should only submit two (2) staff personnel resumes for each job classification. It is understood that the bidder's organization may have additional staff resources for each job classification.

1. The Key Personnel resumes should be staff that are proposed for this project and commit to the project.
2. RESUMES: For each personnel position listed below, provide in for detailing the qualifications of the staff proposed, some may be utilized in more than one category. For each, identify if they are personnel of contractor or subcontractor and include the following information. The resume should include the following information:
 - a. Name;
 - b. Job Title;
 - c. Indication of Level of Expertise (Senior or Junior Level)
 - d. Tenure with the bidder's / subcontractor's company
 - e. Education;
 - f. Training/Certifications; and
 - g. Technical/Functional/Business experience within the past few years [not to exceed six (6) years] especially as it relates to government human services information technology experience, technologies utilized, business skills utilized, etc. including the dates of each experience.
 1. Summarize the specific skills and expertise that uniquely qualifies the individual for that position.

KEY PERSONNEL TABLE (5 Points)

Program Manager
Project Manager
Quality Assurance Manager
Application Security Manager
Database Manager
Application Systems Support Manager
Applications System Development Manager
Network Architect/Manager
Help Desk Support Manager

H. Define in the table below the minimum qualifications for the Senior and Junior levels of experience. This definition should include the minimum education level, minimum number of years of experience in the particular job classification, and any certifications/training requirements. (5 Points)

Experience Level	Minimum Education Degree (Masters, Bachelors, Associates Degree, etc.)	Minimum Years of Experience performing the specific job classification	Certifications / Training (if applicable)
Senior			
Junior			

- I. Describe the bidder's organization's as well as any proposed subcontractor's training policies and requirements for IT staff to ensure on-going training of staff in new or different technologies. This description should include: (5 Points)
 1. Minimum required number of hours of training per year
 2. Any requirements for certification
 3. Organizational policies that encourage on-going training to include indication of what training options the organization offers to consultants and whether there are any incentives for on-going training in the organization
 4. Guaranteed minimum educational requirements to be hired by the organization for IT consulting services
 5. Any other information that demonstrates the expertise of personnel
- K. Provide any other relevant information pertaining to the bidder's experience and expertise in providing: (5 Points)
 1. Proven and innovative information technology solutions that demonstrate flexible/scalable information system designs and ease of data sharing,
 2. Demonstrated timely access to data information by end users,
 3. Technical solutions that accurately meet user requirements, and
 4. Proven information systems management expertise.

4.2 METHOD OF PERFORMANCE

- A. Describe the methodologies employed to insure continuous optimal quality of service, regardless of location of the consultant or whether the consultant is from a subcontractor. (5 Points)
 1. Describe your problem escalation procedures, guarantees to state for continual good quality/resolution procedures for poor performance. (5 Points)
 2. How do you resolve issues with failure to provide deliverables on time, scope creep, personality conflicts, etc.? (5 Points)
- B. If proposing the utilization of subcontractor(s), describe the bidder's methodology approach to managing subcontractor(s) staff during a project. This description should include the following information:
 1. The screening process used to obtain qualified subcontractor staff for a project, (5 Points)
 2. The communication process utilized between primary vendor and subcontractor staff, (5 Points)
 3. A description of how does the primary vendor audit subcontractor's work to make sure that it is up to standards/meet project requirements, (5 Points)
 4. Methods used to ensure subcontractors provide timely delivery of their assigned work obligations, (5 Points)
 5. Issue resolution used for nonperformance by a subcontractor – what will you do to ensure the State is not affected by such nonperformance, (5 Points)
 6. Description of how the primary contractor act/respond as a Single Point Of Contact (SPOC) for project issues regardless of whether it stems from vendor's staff or subcontractor's staff. (5 Points)

- C. Define the approach and techniques the bidder proposes to apply for managing and controlling the State agency's projects. Specifically, address:
1. Project tracking and reporting the progress of the project, (5 Points)
 2. Scope control mechanisms, (5 Points)
 3. Strategies for staying on track with the project schedule especially when there is risk of potentially not meeting agreed upon deadlines (5 Points)
 4. Deliverable completion reporting/acceptance sign off procedures, (5 Points)
 5. Issue resolution, (5 Points)
 6. Payment process for projects or enhancements outside the baseline tasks, (5 Points)
 7. Quality assurance procedures and how often or when QA is performed during a project, (5 Points)
 8. Staff performance monitoring, (5 Points)
 9. Project staff transition or replacement, (5 Points) and
 10. Measures taken to insure security and confidentiality of all data. (5 Points)
- D. Describe the proposed baseline tasks that include project management tasks, project staffing strategy, baseline staffing model, and the tasks associated with functions identified in the Baseline Scope of Work Section 2.6. (5 Points)
- E. Define the strategy for migrating legacy applications from their existing development environment to a web-based environment in a planned, cost-effective approach. (5 Points)
- F. Define the methodology for the ISS Vendor to assume the maintenance responsibility of newly developed applications as they are completed (either by the ISS Vendor, by DHS staff built in-house, or by an outside 3rd Party Contractor), deployed, and migrated from development to maintenance status. The methodology should clearly define the roles and responsibilities of the new ISS Vendor, DHS staff, and if applicable the 3rd Party Development Contractor. (5 Points)
- G. Provide a comprehensive and detailed transition strategy for entering into and exiting from the outsource arrangement described in this RFP. Address the tasks/activities, time schedule, phasing of transition functions, and people resources necessary to accomplish the planning, and the implementation of each transition scenario. (5 Points)
1. For both the transition into a new contract and out of the contract, include a risk assessment that identifies the inherent risks and remedies for mitigating those risks.
- H. Provide a strategy and plan that addresses benchmark criteria / key performance indicators that may be used to evaluate the value and performance of the ISS vendor to include but not limited to:
1. Project Planning (5 Points)
 2. Application Development Productivity (5 Points)
 3. Service Level Expectations (5 Points)
 4. Service Request Backlog (5 Points)
 5. Problem Resolution (5 Points)
 6. Resource Utilization (5 Points)
 7. Evaluation of ISS Vendor Performance (5 Points)

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The strategy should include a comprehensive list of measurable benchmark criteria and performance indicators that will objectively benchmark the overall vendor performance and client satisfaction. Describe how often and in what manner the measurements will be taken. (5 Points)

- I. Define the task order process procedures for estimating the required resources for implementing the enhancements, a technological assessment and staffing strategies. (5 Points)
- J. Provide a strategy and plan to re-engineer the Department's information systems from existing legacy technology to the future technology platform as described in section 2.1. This description should:
 1. Demonstrate an understanding of the current and proposed technical environment, (5 Points)
 2. The Development and Maintenance of the DHS Information Systems Plan (ISP), (5 Points)
 3. Describe the working relationship between the ISS Vendor and the DHS CIO to implement the ISP/technology direction, (5 Points)
 4. The approach to implement the DHS ISP over the seven (7) year anticipated contract period, and (5 Points)
 5. Describe the bidder's organization's previous success in re-engineering and migrating legacy applications of a similar nature to what is described in this RFP. (5 Points)

SECTION 5 CRITERIA FOR SELECTION

4.1 GENERAL INFORMATION

- A. After initial qualification of proposals for mandatory requirements, technical responses will be evaluated and scored by a committee appointed by the Agency.
- B. Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments **must** be made by the evaluation committee during the assignment of rating points.
- C. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

4.2 TECHNICAL PROPOSAL SCORE

- A. Proposals which meet mandatory requirements will be scored for technical content.
 - 1. The Raw Score for the Technical Proposals will be established by using the criteria and scoring specified in Section 3.
 - 2. Each sub-section in Section 3 has been weighted as shown in the following table. The vendor's weighted score for each sub-section will be determined using the following formula:

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

- A = Actual raw score for sub-section
- B = Maximum raw score possible for sub-section
- C = Maximum weighted score possible for sub-section
- D = Weighted score for technical received

- 3. Weighted scores for sub-sections in Section 3 will be totaled together to determine the overall score for the technical proposal.

Section	B. Maximum Raw Score Possible	Weighted Percentage	C. Maximum Weighted Score Possible*
Section 4.1, Background, Experience, And Qualifications	50	40%	300
Section 4.2, Method Of Performance	185	60%	450
Totals	235	100.0%	750

*Note: The maximum weighted score for each sub-section was determined using the following formula:

"Total maximum weighted score possible" (750 pts) x "weighted percentage"

4.3 Cost:

175 points will be awarded to the lowest total cost for Pricing Table 1. Remaining proposals **shall** receive points in accordance with the following formula: $(A/B)*(C) = D$

- A=lowest total cost proposal in dollars
- B=second (third, fourth, etc.) lowest total cost proposal in dollars
- C=maximum cost points possible
- D=number of points scored for that particular proposal

75 points will be awarded to the lowest total cost for Pricing Table 2. It **shall** be assumed that one (1) hour of service per job classification **will** be utilized and thus the total per hour rates for all classifications **will** be utilized in the cost analysis. Remaining proposals **shall** receive points in accordance with the following formula: $(A/B)*(C) = D$

- A=lowest total cost proposal in dollars
- B=second (third, fourth, etc.) lowest total cost proposal in dollars
- C=maximum cost points possible
- D=number of points scored for that particular proposal

4.4 GRAND TOTAL SCORE

After the Technical Proposal and Cost Proposal scoring has been completed, the two scores will be added together to determine the Grand Total Score for each vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. See *Award Criteria*.

	Maximum Points Possible
Technical Proposal	750
Cost Table 1	175
Cost Table 2	75
Cost Evaluation Total	250
Maximum Possible Grand Total Score	1,000

STANDARD TERMS & CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION: The State reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.

3. BID SUBMISSION: Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices **shall** govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

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12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

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25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.