



STATE OF ARKANSAS
 Department of Human Services
 Office of Procurement
 700 Main Street
 Little Rock, Arkansas 72201

REQUEST FOR PROPOSAL
 RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-24-020	Solicitation Issued:	June 26, 2024
Description:	Information Support Services		
Agency:	Department of Human Services, Office of Information Technology (OIT)		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	July 24, 2024, at 1:00 p.m., Central Time	Proposal Opening Date and Time:	July 24, 2024, at 2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201 Note: Packages delivered in person must be submitted to the security desk for acceptance.		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none"> ▪ Solicitation number ▪ Date and time of proposal opening ▪ Vendor's name and return address 		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	OP's Main Number:	501-396-6045
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Office of Information Technology (OIT) to obtain pricing and a contract for Information Support Services (ISS). The primary purpose of this RFP is to procure the services required to maintain and operate the applications currently in the DHS environment. In addition, DHS expects the Contractor to provide the ability to implement new functionality, provide business intelligence and reporting consulting/development and access to a network of resources with a variety of IT related skills to address future needs.

Arkansas DHS is a state agency responsible for providing a wide range of social and human services to the residents of Arkansas. DHS assists individuals and families in need by administering programs such as Medicaid, Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), child welfare services, and more. These programs aim to support low-income individuals, families, and vulnerable populations in accessing healthcare, food assistance, financial aid, and other essential services.

The current DHS Information Support Services (ISS) contract is a fixed price and fixed rate deliverables-based professional services contract that will conclude its term on August 31, 2024. The new contract will encompass the following areas:

- Application Maintenance and Operations (M&O) for approximately seventy (70) applications, databases, interfaces, batch processes, webservices and dashboards
- General database administration (SQL Server patching, maintenance, backup scheduling, and testing) for: 1) database environments (Development, Test, Production) for databases supporting all ISS applications and 2) approximately ten (10) database instances for non-ISS application databases (i.e. Edoctus, Great Plains, MoveIT, Milestone, Moodle, VeeamOne, MIM, Microsoft Lync, Neice, MECM, etc.)
- Application enhancements and development to increase efficiency and effectiveness for the supported programs
- Application Security Testing, Code Scans, Threat Detection, and Remediation
- Patching services for Microsoft personal computer hardware and software via MECM, InTune, ManageEngine and PDQ for approximately eight thousand (8,000) endpoints
- Patching services for Microsoft server software and operating systems for approximately four hundred (400) virtual servers
- Software packaging and distribution via MECM, InTune, ManageEngine and PDQ.
- Training for DHS employees and DHS Program Providers for New Applications/Enhancements
- Management of the Enterprise Data Warehouse (EDW) technology platform currently in place and related BI solution development
- Provision of resources with specialized skills required to address specific DHS needs ranging from staff augmentation to developing new applications on emerging technology.

The Office of Procurement is the sole point of contact throughout this solicitation process.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. As a result of this RFP, OP intends to award a contract to a single Contractor.

- B. The term of this contract shall be for three (3) years. The anticipated start date for the contract is February 1, 2025. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to four (4) additional one-year terms or portions thereof.
- C. The total contract term shall not be more than seven (7) years.

1.4 ISSUING AGENCY

The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this Bid Solicitation should be made through the Issuing Officer as shown on page one (1) of this document.

1.5 BID OPENING LOCATION

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that the Contractor’s agreement to and compliance with that item is mandatory.
- B. A Contractor’s proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.
- C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section’s Agreement and Compliance Page. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)
- D. DHS **must** not be required to accept any requested exceptions. Only exceptions expressly accepted by DHS will become part of the resulting contract.

1.7 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. “Prospective Contractor”, means a responsible offeror who submits a proposal in response to this solicitation. “Prospective Contractor”, “Contractor”, “bidder”, “vendor” and “respondent” are used synonymously in this document.
- C. The terms “buyer” and “Issuing Officer” are used synonymously in this document.
- D. The terms “Request for Proposal”, “RFP,” “RFP Solicitation,” “Bid Solicitation” and “Solicitation” are used synonymously in this document.
- E. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- G. “Requirement” means a specification that a Contractor’s commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms “shall” or “must” in the requirement.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

- I. Additional definition of terms included in Attachment I – Glossary.

1.8 RESPONSE DOCUMENTS

A. Original Technical Proposal Packet

The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Packet.

1. A hard copy of the original *Technical Proposal Packet* **must** be received on or before the bid submittal date and time. Copy should not be two sided.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Response Signature Page*. (See *Technical Proposal Packet*.)
 - b. Original signed *Agreement and Compliance Page*. (See *Technical Proposal Packet*.)
 - c. Original *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions, Disclosure*.)
 - e. *Signed copy of Certifications and Restrictions Form (Attachment H)*.
 - f. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - g. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. Copy of Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - b. Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)
 - c. *Voluntary Product Accessibility Template (VPAT)*, if applicable. (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

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

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

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

1. Additional Copies of the *Technical Proposal Packet*
 - a. Four (4) complete hard copies (marked “COPY”) of the *Technical Proposal Packet*.
 - b. Five (5) electronic copy of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.

- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
- d. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)
- e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
 - *Response Signature Page*.
 - *Agreement and Compliance Page*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Proposed Subcontractors Form*.
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the Bid Solicitation's item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.10 CLARIFICATION OF RFP SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by 4:00 p.m., Central Time on or before July 1, 2024. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. It is the contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submission.
- B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on July 10, 2024.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS**.

1.11 RESPONSE SIGNATURE PAGE

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

1.12 AGREEMENT AND COMPLIANCE PAGE

- A. Contractor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Page* is included in the *Technical Proposal Packet*.

- B. Contractor's signature on this page **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 SUBCONTRACTORS

- A. Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.14 PRICING

Contractor(s) **shall** include all pricing on the Official Price Bid Sheet and Cost Proposal Template (Attachment J). Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet and Cost Proposal Template* is provided as separate files posted with this *Bid Solicitation*.

- A. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet and Cost Proposal Template*, including the hard copies and electronic copies, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". **DO NOT** submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet* and the *Cost Proposal Template* is provided as a separate file posted with this *Bid Solicitation*.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.15 PRIME CONTRACTOR RESPONSIBILITY

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

1.16 INDEPENDENT PRICE DETERMINATION

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

1.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may

include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.18 CAUTION TO CONTRACTORS

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

1.19 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.

- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.20 AWARD PROCESS

A. Award Determination

The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Discussions and Negotiations

1. If the agency so chooses, it shall have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State and may be conducted at any lawful time of the State's choosing. The State shall solely determine the items to be discussed or negotiated.
2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted with the responsible Contractors that meet the minimum qualifications at section 2.2.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.
3. DHS reserves the right to award multiple contracts.

1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

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

- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.22 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
- B. OSP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

1.24 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.25 PAST PERFORMANCE

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

1.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., 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 Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

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

1.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.28 FEDERAL PROVISIONS

- A. The State and Food and Nutrition Service (FNS) reserve royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal government purposes the copyright in any software and associated documentation developed under the resulting contract (2 CFR 200.315 Intangible property) which includes the following:
- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - (b) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support
- B. **Clean Air and Federal Water Pollution Control Act:** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and

the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

- C. **The Copeland “Anti-Kickback” Act**, 40 USC §276c and 18 USC §874: The “Anti-Kickback” section of the Act precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also requires the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
- D. **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 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:
- a. 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;
 - b. 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; c. 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.
- E. **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 and State and local governments, except public transportation services.
- F. **Debarment, suspension, and other responsibility matters**: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., pg. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)
- G. **Drug Free Workplace Statement**: The Federal government implemented 41 U.S. Code § 8103, drug-free workplace requirements for federal grant recipients, 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 statute no later than five days after such conviction.

- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees. Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

H. **Royalty-Free Rights to Use Software or Documentation Developed**

2 CFR 200.315 Intangible property.

- (a) Title to intangible property (see §200.59 Intangible property) acquired under a federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
- (b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
- (c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements." (d) The Federal government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data produced under a federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

1.29 **MASTERCARD ACCEPTANCE**

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

1.30 **PUBLICITY**

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

1.31 **RESERVATION**

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

1.32 **DATA LOCATION**

Contractor shall under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by the Contractor or by its subcontractors.

1.33 **SCHEDULE OF EVENTS**

SOLICITATION SCHEDULE

ACTIVITY	DATE
Public Notice of RFP	June 26, 2024
Deadline for Receipt of Written Questions	July 1, 2024, at 4:00 P.M. CST
Response to written Questions, On or About	July 10, 2024
Proposal Due Date and Time	July 24, 2024, at 1:00 P.M. CST

Opening Proposal Date and Time	July 24, 2024, at 2:00 P.M. CST
Intent to Award Announcement Posted, On or About	September 13, 2024
Contract Start Date (Subject to State Approval)	February 1, 2025

1.34 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

HOLIDAY	DATE
New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e., during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor **shall** maintain adequate staff on such working holidays.

SECTION 2 – SPECIFICATIONS

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

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Office of Information Technology (OIT) to obtain pricing and a contract for Information Support Services (ISS).

Project Objectives

The primary objective of this procurement is to select a Contractor to provide maintenance and operations for DHS' application portfolio. However, DHS has analyzed the structure of their current contract and how they are managing the incumbent Contractor to identify opportunities to improve how their applications portfolio is managed. Below are the key objectives for this effort:

- ISS Applications, Databases and Software Patch Management Maintenance and Operations (M&O) Procurement Goals
 - Implement an approach and pricing model that incentivizes the Contractor to maintain and operate a stable environment of production applications (aka applications portfolio) in a manner that is efficient, effective and flexible, with cost predictability for DHS.
 - Reduce annual M&O cost as a result of legacy retirement, consolidation of applications, improvement/automation of M&O processes and leveraging Contractor best practices.
 - Ensure the business objectives are met by establishing service level targets.
 - Establish a team of security resources to support application security.
 - Establish a team of database administrators to perform database management services.
 - Establish a team of IT system administrators to perform patch management services.
- Application Enhancements and Development Goals
 - Establish a methodology and measurements to verify level of effort cost estimates (establish a methodology to ensure cost of application development is within industry competitive pricing range) and return on investment estimates.
 - Stop developing siloed/one-off solutions – migrate to Enterprise perspective/solutions; include some Contractor ownership/accountability for this decision.
 - Establish dedicated resources to staff enhancement work.
 - Establish a pool of hours for enhancement level of effort submissions.
- Dedicated Data Analytics and Reporting Goals
 - Establish a team of business intelligence and reporting resources to support dashboards, federal and legislative reporting, and ad hoc requests.
 - Management of the Enterprise Data Warehouse (EDW) technology platform currently in place and related BI solution development
- Access to additional technical resources
 - Leverage the applications provider market (with newer technologies) and drive the optimal balance of efficiency, effectiveness and innovation when developing new business applications.
 - Leverage to the specialized market expertise such as: advanced analytics, benchmarking, strategy, architecture, application portfolio analysis, etc.

As noted, one of the primary objectives of this RFP includes improving the efficiency and effectiveness of applications support. DHS has structured the contract to encourage the Contractor to find opportunities to improve efficiency and implementing these changes.

There are three (3) elements to DHS' Contractor management approach:

1. DHS will establish Service Level Agreements (SLAs) to which the Contractor **must** perform. These are captured in Attachment K - ISS Requirements and the Contractor **must** report performance against each SLA at the defined reporting period.
2. DHS may benchmark application M&O and development efforts so the Contractor's costs can be measured against industry peers.
3. The Contractors will provide estimates of the complexity of any enhancement requests using a common approach that can be verified by DHS.

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.2 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- C. The Contractor (Prime) **must** have at least five (5) years' experience with three (3) engagements similar in size, complexity and scope to this procurement that include the delivery of information support services. For verification purposes, the Prospective Contractor **must** provide a completed Attachment L - Client History Form in response to this RFP.
- D. The Contractor's team (both Prime and Subcontractor) **must** have proven experience with projects relating to the implementation of Business Intelligence and Reporting as defined in the RFP with at least three (3) implementations similar in size, complexity, and scope in the past five (5) years. For verification purposes, the Prospective Contractor **must** provide a completed Attachment L - Client History Form with response to this RFP.
- E. The Contractor **must** be bondable. For verification purposes the Prospective Contractor **shall** submit a Letter of Bondability from an admitted Surety Insurer with bid submission. The letter **must** offer to guarantee, to the extent of one hundred percent (100%) of the annual contract price, the Prospective Contractor's performance in all respects of the terms and conditions of the RFP and the resultant contract. The Contractor **shall** be required to provide DHS with the performance bond described in this section upon contract award.
- F. The Contractor **shall** fully disclose within in the last five (5) years:
 1. Every disciplinary action taken against the bidder and denote any that are 1) pending litigation, 2) Terminated for Cause or Convenience and associated reasons, and/or 3) any other administrative action taken by any jurisdiction or person against the vendor.
 2. List and summarize every judicial or administrative proceedings involving sourcing activities, claims of unlawful employment discrimination and anti-trust suits in which the bidder has been a party.
 3. If the bidder is a subsidiary, submit information for all parent companies. If the bidder uses subcontractors, associated companies, and consultants that will be involved in any phase of this engagement, provide the same information for each of these entities.

For verification purposes, the Prospective Contractor **must** sign and complete Attachment L Client History Form.

2.3 SCOPE OF WORK

- A. There are four (4) areas of services being procured through this RFP. These include:
 1. Maintaining and operating DHS' current applications, databases and software patch management portfolio
 2. Performing projects primarily to enhance DHS' current applications portfolio
 3. Supporting DHS' Business Intelligence and Reporting needs
 4. Providing access to staff and/or project teams with the specialized skills required to address specific DHS needs ranging from staff augmentation to developing new applications on emerging technology

Each of these areas are described in the sections below. One of the primary objectives of this RFP includes improving the efficiency and effectiveness of applications support. DHS has structured the contract to encourage the Contractor to find opportunities to improve efficiencies and implementing these changes.

- B. There are three (3) elements to DHS’ Contractor management approach:
 1. DHS will establish Service Level Agreements (SLAs) to which the Contractor **must** perform. These are captured in Attachment K — ISS Requirements and the Contractor **must** report performance against each SLA at the defined reporting period.
 2. DHS may benchmark application M&O and development efforts so the Contractor’s costs can be measured against industry peers.
 3. The Contractors will provide estimates of the complexity of any enhancement requests using a common approach that can be verified by DHS.

2.4 APPLICATION MAINTENANCE AND OPERATIONS

- A. DHS currently has approximately fifty (50) applications for which the Contractor **shall** perform M&O services. The inventory of these applications and the applicable attributes are available in Bidder’s Library (Refer to Appendix 1 - M&O Applications Inventory). The services outlined in this section should be performed for all the applications, interfaces, and other items captured in the application inventory. The DHS application portfolio could change over the course of the contract. The Contractor **must** maintain an inventory of all applications in the DHS portfolio (Refer to Appendix 1 M&O Applications Inventory). This inventory **must** capture any changes to the portfolio and **must** be captured at a minimum on an annual basis by re-base-lining the portfolio and related M&O costs.
- B. Contractors 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.
- C. Below is the anticipated break down of roles and responsibilities between the ISS and the new System Contractor:

Table 1 Application Retirement Roles and Responsibilities

Current Vendor	New Vendor
Status Quo Standard Operating Procedure - Continue maintaining and operating the legacy applications including change/release management and issue management	Status Quo Standard Operating Procedure - Accountable for ensuring the integration between applications function correctly and no data related issues (e.g. duplicate records, data incompatibility) arise; responsible for triaging and resolving any integration related issues
Legacy Rationalization Requirements - Collaborating with the Modernization Vendor to help identify detailed functional specifications	Legacy Rationalization Requirements - Developing detailed functional specifications and developing the LOE for the ISS Vendor to respond to
Legacy Rationalization Execution - Building enhancements and testing to support the deployment of replacement solution, assist with data conversion, perform all tasks related to enabling the retirement of legacy system, including building of new tactical solutions on alternate platforms, and ensure the new solution can function as specified intended	Legacy Rationalization Execution - Responsible for ensuring that the LOE project to be performed by the ISS Vendor includes all activities required to retire the legacy application
Legacy Rationalization Execution - Responsible for making any modifications required to retire any legacy applications according to the agreed to LOE	Legacy Rationalization Execution – Manage / coordinate all activities required to retire the application and be the single accountable entity that ensures the success of the overall rationalization effort, including successful retirements of the legacy system

2.4.1 Break Fix/Critical Fault/Corrective Maintenance

The Contractor **shall** be responsible for fixing failures (not functioning as designed) that cause a crash, hang-up, data loss or corruption, erroneous results or no DHS approved work around for documented function including associated analysis, design, coding, testing, communications, documentation, and implementation as well as issues encountered in the course of keeping purchased application packages up and running. Examples include:

- Program Abends
- System is down
- Data Records not processing as designed due to coding problems
- Problems transmitting data between systems
- System generating Incorrect or misleading data
- Data download Failures
- System Clocking (due to an Application problem)
- Unacceptable user workarounds due to system bugs
- Data contention abends/errors
- Long runtimes or unacceptable performance

2.4.2 Preventative and Perfective Maintenance

A. The Contractor **shall** be responsible for improving performance and maintainability and proactively addressing latent defects and to find and eliminate errors before they can impact the business and performance of an application. The Contractor **must** make effort to improve application speed, reliability and/or reduce the ongoing support costs. Examples include:

- Addressing documented problems that would save enough analyst support time or have material impact on the business to justify making code changes
- Reducing time spent looking for the root cause of problems - regardless of whether any action is taken
- Code refactoring such as extracting one or more smaller sub-routines from a larger routine or removing duplicate routines and replacing with one shared function
- Removing obsolete code or application modules that are no longer in use
- Improving internal support-related processes
- Making changes to include table backups/reorganizations

2.4.3 Adaptive Maintenance

A. The Contractor **shall** be responsible for adapting the application to changes in the operating environment (e.g. required by infrastructure, operating system, database, Contractor, etc.). This includes associated communication and documentation. This does not include adding new business capabilities from a user's perspective. Examples Include:

- Installation, configuration and testing of dot releases and patches of Contractor package/COTS software (including security patches)
- Required upgrades to a new version of the application's database(s), framework(s), language(s) and/or operating system
- Testing the application following changes to the hardware environment such as server upgrades, virtualization, etc.
- Forced Currency Code subroutine conversions
- Accounting distribution edits subroutine conversions
- Changes to support application security
- Required modifications due to new Framework versions (Examples Include: .Net, Java, etc.)
- Changing due to changes in versions of software support tools
- Ensuring software is maintained within an N-1 revision level unless agreed upon by the State

2.4.4 User Documentation

The Contractor **shall** be responsible for maintaining existing user documentation (including desk guides). Any changes made to the system **must** be updated in the user documentation.

2.4.5 System Documentation

The Contractor **shall** be responsible for maintaining existing system documentation. Any changes made to the system **must** be updated in the system documentation. This includes maintaining and setting up system documentation related websites.

2.4.6 Security

The Contractor **shall** be responsible for securing, providing access, documenting, and authorization to systems.

Examples Include:

- Application specific access
- Removing old IDs
- Shutting off system authorizations
- Application Security Testing, Coding Scans, Threat Detection, and Remediation
- Work with DHS to establish, review, and update documentation pertaining to the assets of DHS. Documentation updates include the use of Centers for Medicare and Medicaid Services (CMS) templates, DHS policies and procedures, and other documentation relevant to the Security of DHS Information Technology systems and network infrastructure. The activities will include, but are not limited to all documents pertinent to Security Accreditation
 - Business Impact Assessment (BIA)
 - System Security Plan (SSP), System Security Report (SSR), Safeguard Procedures Report (SPR)
 - Information System Risk Assessment (ISRA)
 - Business Continuity Plan (BCP)
 - Plan of Actions and Milestones (POAM)
 - Privacy Impact Analysis (PIA)
- Log reviews

2.4.7 Maintain Production and Non-Production Environments

The Contractor **shall** be responsible for maintaining PRD, DEV, SIT, UAT and Training environments at a minimum. The test environment availability shall not impact project timelines. Example activities include:

- Copying data from production to test
- Refreshing test environments
- Defining backups and restores

2.4.8 Disaster Recovery

The Contractor **shall** be responsible for supporting DHS during disaster recovery. The **Contractor shall** be responsible for ensuring the disaster recovery environment is functioning. This includes:

- Assisting in developing Disaster Recovery Plans
- Assisting in Disaster Recovery Testing
- Assisting in the event of a disaster

2.4.9 System Audits

The Contractor **shall** be responsible for supporting system audits.

2.4.10 Training (Staff)

The Contractor **shall** be responsible for providing staff to train other development and support staff on a given system, language or tool. This includes:

- Required formal and informal effort for development and support staff to both learn and train
- Required effort required to switch to and learn a new package or tool that is directly related to an application (learning non-application specific packages should be recorded under admin)

2.4.11 Tier 2 Application Support

Provide Tier 2 Support for in scope applications. Calls may be forwarded to the Contractor for application support. This includes both incident and problem management.

2.4.12 Training (Customer)

The Contractor **shall** be responsible for assistance in proper use of the application and formal system training. Customer training **must** be provided by the Contractor as part of the M&O process whenever system changes are delivered. The Contractor **must** update materials and train DHS' training team on any system modifications that result from application M&O activities. The purpose of this requirement is not to require the establishment of a training department.

Note: Any training related to system enhancements will be included in the cost estimates and are not within the Application M&O scope. Examples Include:

- Providing training over the phone on a system or piece of the system
- Formal onsite training for a facility
- One-on-one user training
- Compiling training material for a visit

2.4.13 Data Discrepancies

The Contractor **shall** be responsible for assisting in resolution of data issues where the data is the problem, not the associated code. Examples Include:

- End user misuse of system functionality that can cause undesired effects. DHS is then asked to "fix" the data.
- Customers ask DHS to investigate data mismatches between two systems and it turns out not to be a system problem, but the way the user was looking at the data.
- Physically manipulating production data caused by a customer’s inappropriate use of the system.

2.4.14 Efficiency Improvements

The Contractor **must** drive M&O costs towards best-in-class through improvements in application M&O processes and automation. The Contractor must launch strategic initiatives such as portfolio rationalization, application retirement, and cloud migration to achieve higher return on investment impact. These initiatives are considered to directly impact the scope of Applications M&O, though will be managed as projects, similar to projects covered by Implementing Enhancements (Application Development) scope. Annual adjustments **must** be used to re-align the costs and efforts based on any completed initiatives.

2.4.15 Contractor Roles/Responsibilities

The Contractor **shall** provide the services and staffing required to support the entire applications portfolio. As part of the Contractor’s fixed fee, the Contractor **must** continuously identify opportunities to improve how the services are provided and implement those enhancements to achieve the SLA targets and cost reduction goals. The Contractor **shall** be responsible for the Contractor’s responsibilities as outlined in the table below.

Table 2 Contractor Roles and Responsibilities

Areas	Preliminary DHS Responsibilities	Preliminary Contractor Responsibilities
Application M&O		
Application Security Admin	Provide approved list	Administer users
System Performance Monitoring	Perform monitoring in alignment with policies and procedures	<ul style="list-style-type: none"> • Develop policies and procedures • Optional to perform monitoring
Capacity Planning	<ul style="list-style-type: none"> • Lead process • Infrastructure capacity planning 	<ul style="list-style-type: none"> • Provide capacity estimates and usage forecast change
Change/Release/Configuration	<ul style="list-style-type: none"> • Lead process 	<ul style="list-style-type: none"> • Align with state standard process • Package releases
Incident/Problem Management	<ul style="list-style-type: none"> • Lead Process 	<ul style="list-style-type: none"> • Application Support, Tier 2, 3
Disaster Recovery	<ul style="list-style-type: none"> • Lead Process (DIS/DHS) 	<ul style="list-style-type: none"> • Document disaster recovery plan for application inventory • Application recovery, detailed recovery procedures, assist with testing, remediation
System Audits	<ul style="list-style-type: none"> • Coordinate/lead audits 	<ul style="list-style-type: none"> • Assist with audits • Manage security roles etc. • Maintain documentation • Review logs and report anomalies

License management/provisioning	<ul style="list-style-type: none"> Buy and manage 	<ul style="list-style-type: none"> Certificate management
Back-up and Recovery	<ul style="list-style-type: none"> Provide infrastructure and perform back-ups 	<ul style="list-style-type: none"> Design back-up
Database administration	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Primary responsibility
Remote access/VPN	<ul style="list-style-type: none"> Provide as a service 	<ul style="list-style-type: none"> Comply with Security Policies
Middleware management (patching etc.)	<ul style="list-style-type: none"> Provide shared middleware (e.g. service bus, content management) 	<ul style="list-style-type: none"> Primary responsibility for application related COTS (PowerBuilder IDE) ETL management Integrate with State services
Infrastructure M&O		
Infrastructure (storage, servers, Data Center etc.)	Provide hosting and infrastructure management	Provide requirements
Other M&O Related Activities		
M&O process documentation and maintenance	Document reviews and approvals	Document maintenance procedures for all apps and anything unique to each application
Governance (tech)	Primary responsibility: establish expectations, forms, processes, etc.	Follow process and submit requests as appropriate
Cost allocations/chargeback	Design, maintain, and administer chargeback	Provide usage information
Data Quality	Primary Responsibility	Report on data quality issues, support improvement plans
Master Data Management	Manage and oversee ongoing governance and data clean-up	Support process, provide reports (e.g. list of duplicate clients), assist in resolving data quality issues
Contract Reporting		
SLAs	Monitor against SLAs	Report performance against SLAs
Budget	Approve budget and changes for each project	Report budget against each enhancement project

2.5 IMPLEMENT ENHANCEMENTS (APPLICATION DEVELOPMENT)

- A. In addition to providing maintenance and operations for the legacy applications, the Contractor **must** implement functional enhancements to the existing application portfolio or develop new functionality. Level of Efforts (LOEs) should be used for developing new functionality. LOEs should also include resource maps and ongoing M&O costs. The exact scope of these projects will be identified during the engagement as needs arise through a specific request from DHS. These projects will include activities which are not covered by the Applications M&O Scope or the Business Intelligence and Reporting scope and require more than eighty (80) hours of developer effort. They include:
- Implementing additional functionality within an existing application
 - Building new applications to support emerging requirements
 - Enhancing a solution/testing a solution to support other State of Arkansas initiatives
 - Implementing architectural changes to the solution to improve solution performance

The resulting functionality **must** be warranted for a year after the completion of the project.

- B. Prior to initiating any DDI project, DHS will provide requirements, with the Contractor's assistance, at enough detail for the Contractor to provide a fixed fee proposal. This fixed fee proposal will include an explanation of the basis for the estimate (e.g. the number of function points) any additional hardware or software requirements, any changes to ongoing maintenance and operations costs, and a return on investments analysis. This estimating methodology must be agreed to beforehand by DHS and allow for a third party to validate the cost estimate.
- C. In certain circumstances, especially when looking at newer technologies, DHS may request the Contractor to procure services from a Contractor with specific skill sets. The Contractor **must** provide status reports for each

project throughout its life and **must** receive approval from DHS governance body whenever the scope, schedule or budget must be modified.

- D. The focus of this work is any enhancements to the applications. This does not include initiatives to improve the efficiency of providing M&O or application development services as these are covered under other scopes of work. However, these projects may be managed in a similar manner.

2.5.1 Efficiency Improvements

The Contractor **shall** drive application development costs towards best-in-class through process enhancements such as implementing automated testing tools. The expectation is that these efforts will be implemented as part of enhancement projects and agreed to within Service Level Requirements and related targets.

2.5.2 Roles and Responsibilities

The Contractor **shall** be responsible for all design, development, and implementation (DDI) projects that enhance the existing solution. The Contractor **must** manage these as fixed fee proposals based on the scope provided by DHS. Although the size and scope of these projects could vary significantly, the Contractor **must** be able to provide all the skillsets required to complete a complex project. The expectation is that the roles and responsibilities will vary by project, though the standard Contractor and State of Arkansas roles and responsibilities are captured in the table below:

Table 3 General State of Arkansas and Contractor's DDI project roles

Areas	Preliminary State of AR Responsibilities	Preliminary Contractor Responsibilities
Applications Planning	Provide scope documents and formal bid request	Application strategy, architecture, and planning Provide estimates
Requirements	Develop requirements	Facilitate requirements validation and elaboration sessions Draft Requirements
Project Management	Dependent on the size of the project; range from a single point of contact to full time PM	Primary management of the project Provide SDLC and Project Management Methodologies (in alignment with DHS standards)
Detailed design	Provide SMEs, solution architecture oversight	Security, functional and technical design Architecture documentation
Develop/Build	Build infrastructure Provide SMEs/input Expose data from interfaced systems	Build application
Testing	User Acceptance Testing	All other testing (SIT, Application Security Testing, Code Scans, etc.) Management and support of UAT
Change Management/Training	Review and approve trainings	Develop/update trainings, deliver as requested/appropriate
Data Conversion	Extract data from existing system (if not ISS managed) Data quality (if not ISS managed) Testing	Extract data from existing system (if ISS managed) Data conversation design Build ETL/interfaces Conversation plan execution
Roll-Out	Production/code migration oversight	Release packaging and deployment
Documentation	Review/approve documentation	Update of plans, design, development, and training materials
Infrastructure (storage, servers, Data Center, etc.)	Provide storage infrastructure	Provide requirements to DHS
Governing of projects and reporting	Select projects to evaluation	Provide status reporting on all active projects with status against

	Evaluate scope, schedule, budget provided by the Contractor and approve whether to proceed Make decisions on in-flight projects which are not proceeding as planned	approved plan (scope, schedule, budget)
Architecture/technology governance	Lead architecture governance Review architecture to the re-use of technology and alignment with State of Arkansas architecture Guide architecture governance Review designs to ensure compliance with state standards	Ensure integration between apps continues to work
Cloud applications	Provide input and approve designs	Integration, Infrastructure and all monitoring, security, and operations

DHS will maintain a list of potential enhancements/projects. When DHS decides to evaluate a project, it will develop high level requirements, schedule, and deliverables with enough detail for the Contractor to provide a fixed fee estimate. The Contractor **must** collaborate with DHS during this time to ensure the application strategy (e.g. enhancing existing applications rather than building a new application with similar functionality) and architecture are in alignment with DHS' standards and architecture guidelines. Additionally, during this timeframe the Contractor **shall** collaborate with DHS to define the preferred methodology (e.g. modified waterfall, Agile, etc.) and define milestones. Once the Contractor response has been provided DHS will assess the viability of the project (potentially including a third- party review of the costing methodology) and either decide to proceed with the project, request a change to the approach, or not proceed.

DHS reserves the right to cancel any project at its discretion.

2.5.3 Business Intelligence and Reporting

- A. DHS has a data warehouse and business intelligence (BI) solution implemented; however, the business' BI and reporting needs are always evolving. The Contractor **shall** be responsible for:
- Capturing and tracking the end-user's business intelligence and reporting needs
 - Collaborating with the end-users to define/refine a solution to their business needs
 - Selecting the appropriate technology solution (e.g. parameter driven reports, analytics tool, ad-hoc query tool, etc.)
 - Developing a solution for their BI needs and migrating this solution into production
 - Documenting the functional and technical design of each solution
 - If required, migrating additional data into the data warehouse from the source systems
 - Training users on how to use the solution and providing any required training materials
- B. The Contractor **must** provide a minimum of twelve (12) full-time staff members **shall** be assigned to performing the tasks outlined in Section 2.5.3.
- C. DHS expects the Contractor to propose a distribution of the current BI and reporting portfolio into M&O and Enhancement projects and allocate appropriate resources to each set of activities. The Contractor **shall** include a minimum set of resources for support of BI Power Users within the departments as a part of M&O Services.
- D. As the State of Arkansas is developing a state-wide data warehouse and reporting solution or if DHS develops an enterprise-wide data warehouse solution the scope of this area may be increased or decreased during the annual review cycles.

2.5.4 Roles and Responsibilities

- A. DHS will prioritize the business intelligence and reporting requests and provide input before and during the development cycle.
- B. The Contractor **must** report all in flight reporting efforts with the associated costs on a monthly basis. DHS reserves the right to review the costs of any reporting effort.

2.6 PROVISION OF ADDITIONAL AS-NEEDED SERVICES

- A. Throughout the life of this contract DHS may require additional technical resources to address its IT needs. These additional IT related services may include but are not limited to:
- Application development on emerging technologies (e.g. mobile platforms)
 - Strategic planning
 - Enterprise architecture
 - Integration expertise
 - Benchmarking and function point analysis
 - HHS analytics and business benchmarking
 - Revenue optimization analytics
 - Oversight/IV&V/QA
 - Business process reengineering
 - Security (penetration testing, risk assessment, audits etc.)
 - Application development process consultants
 - ITIL process consulting
- B. The request for these services will vary based on DHS' specific needs but could range from a skillset required to augment DHS staff in fulfilling their responsibilities, a simple scope of work, or a set of high-level requirements for proof of concept.
- C. The Contractor **must** provide these services either through internal resources, or, more frequently, or at AR DHS discretion, through procurement of sub-contractors who have the specific skills required. Any resulting work efforts will be administered by the Contractor through their contract with DHS.
- D. DHS, in certain circumstances, especially when DHS is looking at newer technologies, may request the Contractor to conduct a market survey and obtain bids from outside Contractors. The Contractor **must** establish a process for conducting a market survey to obtain bids for new technologies. This activity **must** be transparent and encourage competition and acquisition of the outside Contractors with the right skill set. The Contractor **shall** manage any sub-contractor and implementation of selected outside Contractor.

2.6.1 Roles and Responsibilities

DHS will:

- Provide a request for services which outlines their expectations
- Review qualified staff/project teams identified by the Contractor and select the preferred option
- Review and approve all payment documentation (e.g. timecards, deliverables)

The Contractor **shall**:

- Review the request for services and ensure all areas of ambiguity have been addressed
- Identify qualified staff/project teams which can meet the needs outlined in the request for services. Typically, this will include sub-contractors.
- Coordinate with candidate/project team
- Administer all billing activities
- Be responsible for the end-to-end solution (if a new solution integrates with applications being managed by the Contractor)
- Report progress and/or costs of all additional services activities monthly

All requests will be approved by the DHS governance body. DHS reserves the right to cancel any additional services work at its discretion.

2.7 ENGAGEMENT MANAGEMENT AND GOVERNANCE

- A. To manage the contract resulting from this RFP, DHS will establish a Governance Body(ies) and a Contract Manager. The Governance Body(ies) will:
- Review any changes to the contract (including changes to the scope)
 - Approve any projects (Applications M&O improvement projects, implement enhancement projects or additional services). No work will commence without governance body's approval
 - Approve any changes to project scope, schedule or budget and/or cancelling projects
 - Manage any escalations
 - Approve any adjustments to the contract due to the benchmarking process

- Review proposed solution designs/architecture against DHS' architecture standards to ensure compliance and re-use of technology wherever possible
- B. The Contract Manager will:
- Review Monthly Performance Reports
 - Manage the Deliverables Approval Process
 - Administer Performance Measures against SLAs and penalties (if required)
 - Track progress of all projects approved by the governance body.
 - Escalate any in-flight projects which are projecting a scope, schedule or budget which is significantly different than the scope, schedule or budget approved by the governance body
 - Approve any invoices
 - Manage the benchmarking process
 - Manage the development of scoping documents and request for additional services validating the scope/cost of any projects

2.7.1.1 Contractor Management

- A. The objective of this RFP includes reducing the cost of applications M&O and enhancements through task automation and improvements in application M&O and development processes. The Contractor **shall** be held accountable for finding opportunities to improve efficiencies of M&O and implementing these changes.
- B. Through this RFP DHS will establish metrics to ensure competitive pricing and continuous improvements towards best-in-class for both application maintenance and operations and enhancement development.
- C. There are two (2) elements to DHS' Contractor management approach:
1. DHS will establish Service Level Agreements (SLAs)
 2. DHS will evaluate enhancement request costs through industry standards methods of functional sizing and cost estimation validation techniques (e.g. Function Point Analysis and published industry benchmarks)

2.7.2 Service Levels

- A. DHS will establish Service Level Agreements (SLAs) which the Contractor **must** perform. These are captured in Attachment K – ISS Requirements and the Contractor **must** report performance against each SLA at the defined reporting period.
- B. If award of this RFP results in a transition from incumbent Contractor to new Contractor, service Levels O9-3 through O9-6 included in Attachment K – ISS Requirements (Application Availability and Performance) will not be administered against existing applications until the end of the first year. The Contractor **must** commence tracking and reporting system performance and availability at the end of the Transition period. For those applications that are determined not able to meet the SLRs, the Contractor **must** develop a plan to align with the required service levels. If this requires system modifications, the Contractor **shall** develop Enhancement Requirements and Cost Estimates capturing the modifications required to bring the application in alignment with the SLRs. If DHS decides not to proceed with the required enhancements the service levels for that application will be adjusted accordingly.

2.7.3 Function Point Analysis

- A. DHS anticipates the use of Function Point Analysis as the preferred method to measure the functional size of each of the applications in its portfolio and benchmark the performance of the Contractor with respect to Application M&O activities. The Contractor **must** fully cooperate with the DHS selected third party that will measure these applications for benchmarking purposes and provide appropriate resources to assist with the initial count of Function Points, if requested. DHS reserves the right to leverage other industry standards to measure functional size of applications for benchmarking.
- B. DHS also expects to use Function Points or other industry standard to assess the functional size of new enhancement requests and the Contractor **must** provide estimates of the Function Point size of any enhancements requests along with the fixed cost proposal. These estimates **must** be provided in a format that can be validated by a third party.

2.7.4 Contractor and DHS Staffing

- A. DHS Staffing Expectations

DHS will provide the resources required to perform the DHS Responsibilities. To manage the scope of this RFP, DHS plans to provide a skeleton staff that will manage the resulting contract. This will include reviewing monthly status reports and performance against SLAs, approving and monitoring progress against the DDI projects and approving and monitoring Business Intelligence activities. Additional resources will be provided to support the Contractor’s DDI activities as outlined in each scoping document.

B. Contractor Staffing Expectations

The Contractor **must** provide a team to perform the scope and complete the tasks and deliverables. The Contractor **must** lead these activities and deliver the related services and should not expect direct State or incumbent support resources to be available after the transition period. The Contractor’s team **must** have an ongoing on-site presence with core resources dedicated to performing the activities outlined in Attachment K ISS Requirements. The Contractor **must** also have the capability to add staff with deep knowledge of the implemented technology to support major enhancements/upgrades in a timely manner.

C. Contractor Key Personnel

1. Contractor Key Personnel **must** be the primary team responsible for delivery of the ISS Services. As these staff members are deemed critical to the success of this initiative, they **must** be full-time and dedicated solely to the DHS account (unless otherwise noted).
2. The Contractor **must** ensure Key Personnel have, and maintain, relevant current license(s) and/or certification(s). The Contractor can provide alternative solutions though any changes **must** be approved by DHS. Changes to the proposed positions and responsibilities will only be allowed with prior written permission from DHS.
3. The Contractor can provide an alternative organizational design that could improve service levels and/or decrease costs though any changes **must** be discussed with DHS prior to implementing these changes.
4. The Contractor **shall** seek and receive DHS approval before hiring or replacing any Key Personnel. The Contractor **shall** remove and replace Key Personnel, if requested by DHS, within two (2) weeks of the request for removal.
5. The Contractor **must** provide DHS with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual’s resignation notice, the Contractor’s notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel **shall** have qualifications that meet or exceed those specified in this section and will be subject to approval by DHS. The Contractor **shall** provide DHS with status update reports every week on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor **shall** have in place a qualified replacement within sixty (60) days of the last day of employment of the departing Key Personnel. During the recruitment and training period, the Contractor **shall** provide an interim replacement for all Key Personnel, subject to approval by DHS.
6. DHS requires these key resources to be members of the transition team to ensure continuity.
7. The table below provides Key Personnel positions for the Contractor team, corresponding roles and responsibilities for the engagement, and minimum qualifications for each.

Table 4 Contractor’s Enterprise Platform Services Engagement Key Personnel Roles

Title	Roles and Responsibilities	Expected Qualifications
Engagement Director/Executive	<ul style="list-style-type: none"> □ Serves as the primary point of contact with DHS leadership, governance bodies and other State Executive Sponsors for activities related to contract administration, overall engagement management and scheduling, correspondence between DHS and the Contractor, dispute resolution, and status 	<ul style="list-style-type: none"> □ Minimum of five (5) years direct project oversight and authority over ongoing relationships with clients where its firm has implemented enterprise solutions □ Previously managed ongoing M&O in a similar environment <p><i>(does not need to be dedicated 100% to the account)</i></p>

	<p>reporting to DHS for the duration of the Contract</p> <ul style="list-style-type: none"> <input type="checkbox"/> Is authorized to commit the resources of the Contractor in matters pertaining to the performance of the Contract <input type="checkbox"/> Is responsible for addressing any issues that cannot be resolved with the Contractor’s Engagement Manager <input type="checkbox"/> Is responsible for all subcontractor relationships 	
<p>Engagement Manager/Services Manager</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Serves as the day-to-day liaison with DHS <input type="checkbox"/> Is available and responsive to State requests for consultation and assistance <input type="checkbox"/> Is responsible for establishing and maintaining a positive client relationship <input type="checkbox"/> Provides timely and informed responses to operational and administrative inquiries that arise <input type="checkbox"/> Manages staff assigned to all day-to-day M&O activities <input type="checkbox"/> Plays an active role in day-to-day management of the Account so as to be knowledgeable and aware of all issues, concerns and requirements <input type="checkbox"/> Meets with DHS staff or such other person DHS may designate on a regular basis to provide oral and written status reports and other information as required <input type="checkbox"/> Manages the relationships with subcontractors and partner Contractors <input type="checkbox"/> Provides ongoing reporting of operation against SLAs <input type="checkbox"/> Ensures all activities are coordinated and follow the processes outlined in this RFP (e.g. enhancement development) 	<ul style="list-style-type: none"> <input type="checkbox"/> Five (5) years managing a M&O team for an enterprise solution within a public sector client
<p>Technical Lead/Architect</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Provides detailed applications knowledge in support of complex application issues/incidents <input type="checkbox"/> Reviews all potential System changes (e.g., configuration, warranty fixes, enhancements) from a technical perspective and provides technical design/assessments <input type="checkbox"/> Is available to DDI Project teams for consultation on future enhancements (e.g., changes to 	<ul style="list-style-type: none"> <input type="checkbox"/> Five (5) years of experience architecting/designing enterprise solutions <input type="checkbox"/> Two (2) years of experience with technology implemented at DHS

	achieve strategic objectives, implement a new program)	
Security Expert	<ul style="list-style-type: none"> <input type="checkbox"/> Architects all changes to the Solution's security <input type="checkbox"/> Maintains all security documentation <input type="checkbox"/> Ensures the Solution meets all applicable security regulations 	<ul style="list-style-type: none"> <input type="checkbox"/> CISSP or similar security certification <input type="checkbox"/> Five (5) years of experience implementing/managing security in enterprise solutions <p>Preference will be given to candidates with security experience with the software implemented at DHS in similar businesses <i>(does not need to be dedicated to the account)</i></p>
Operations Lead	<ul style="list-style-type: none"> <input type="checkbox"/> Ensure all team members follow the approved processes <input type="checkbox"/> Identify opportunities for process improvement <input type="checkbox"/> Lead the process documentation and training of changes to the processes (if the optional IT Operations Support services are purchased) 	<ul style="list-style-type: none"> <input type="checkbox"/> ITIL certified <input type="checkbox"/> Five (5) years of experience managing
Senior Business Intelligence (BI) Lead	<ul style="list-style-type: none"> • Design, develop, and deploy BI solutions using industry-leading tools and technologies • Gather and analyze business requirements from stakeholders to understand their reporting and analytics needs. • Develop data models and design data structures to support BI reporting and analytics. • Create and maintain dashboards, reports, and data visualizations to present insights and key performance indicators (KPIs) to stakeholders. • Optimize and tune BI solutions for performance and scalability 	<p>5+ years of experience in Business Intelligence development and implementation. Proficiency in BI tools such as Tableau, Power BI, QlikView, or similar platforms</p> <p>Experience with ETL (Extract, Transform, Load) processes and tools. Knowledge of advanced analytics and machine learning concepts. Familiarity with cloud platforms such as AWS, Azure, or Google Cloud Platform.</p>
Project Team	<ul style="list-style-type: none"> <input type="checkbox"/> Maintain and support DHS' systems 	<ul style="list-style-type: none"> <input type="checkbox"/> A team member must have five (5) years of experience in technologies being support (e.g. PowerBuilder, .Net, Salesforce, Java).

2.8 EXPECTED WORK ENVIRONMENT

2.8.1 Shoulder-to-Shoulder Organization Structure and Knowledge Transfer

- A. The Contractor **must** ensure proper knowledge transfer throughout the life of the contract. This will include “shoulder- to-shoulder” work (when required) with identified DHS resources so that knowledge about DHS’ systems and business can be transferred from DHS to the Contractor staff and knowledge about the system can be transferred from the Contractor to DHS staff. This is particularly important with regards to the DDI of system enhancements.
- B. DHS anticipates twenty-five percent (25%) of onsite work needed for key personnel and seventy-five percent (75%) remote work. Onsite and remote work may vary by activity. DHS reserves the right to request in person attendance for critical meetings and activities. The final configuration of the Contractor’s organizational structure requirement will be defined during the transition phase of the engagement.

2.8.2 Facilities and Equipment/Location of Contracted Personnel

- A. DHS recognizes the importance of coordination between the Contractor’s staff and DHS’ staff. As such, onsite activities performed in response to this RFP **must** primarily be performed in Little Rock. The Contractor may perform services from a location outside of Little Rock only once approved by DHS. Shared services (staff support such as finance, billing, contracts) may work outside of Little Rock without approval by DHS. All work associated with this RFP **must** be performed at a location within the United States of America.
- B. The Contractor **must** provide a facility with sufficient office and meeting space for the Contractor’s personnel and the capability to support up to twenty (20) DHS employees for short periods (e.g. phases of enhancement projects that require significant DHS input such as UAT). DHS advises this facility should be located in downtown Little Rock (either within walking distance or 5 miles of the DHS offices with complementary parking) and the location **must** provide adequate free parking for DHS staff. The Contractor **must** secure their own facility space aligned to DHS’ expectations. The Contractor **shall** be responsible for all telephones and furniture and will provide three (3) guest workstations for DHS employees.
- C. DHS will coordinate with the Contractor to provide secure access to the DHS network though the Contractor **shall** be responsible for the local network. DHS will provide the Contractor staff with the personal computers required to support and manage the DHS applications.
- D. The Contractors’ staff **shall** be available to participate in services-related meetings as scheduled by DHS. On-site work **shall** be performed during normal State business hours, Monday through Friday 8:00 AM until 5:00 PM.
- E. Contractors **must** establish appropriate protocols in alignment with Federal and State regulations, including but not limited to FIPS, HIPAA and IRS Publication 1075, to ensure the physical property/facility security and data security and confidentiality safeguards are maintained.

2.8.3 Deliverables Approval Approach

- A. Deliverables Approval Approach
 - 1. DHS will use a deliverables-based approach to determining progress and completion. DHS and the Contractor shall establish specific expectations for deliverables using the Deliverables Expectation Document process described below. All deliverables will be reviewed and approved using a structured and controlled process. These processes, structures and tools will govern any work done for ISS Applications Support. The Contractor **must** agree to these processes, and any work done not in compliance with these is completely at risk by the Contractor.
 - 2. The Contractor **must** further detail the processes, roles and templates to be used in the ISS Applications M&O and Deliverables approval process during the initial phase of their effort (in the Project Management Plan (PMP) and during transition phase for the Contractor’s and the Contractor’s ISS Applications M&O activities). The PMP **must** align with the guidelines set by the DHS’ operational processes.
- B. Deliverables Expectations Document
 - 1. Contractors **must** develop Deliverables Expectations Documents (DEDs), in an approved DHS form and format, and Contractor deliverables **must** adhere to the information within the DED. The Contractor must not perform any work on any deliverable until the DED has been approved in writing by DHS. The Contractor **must** use a standard template for all DEDs that will include at least the following:
 - The purpose and a description of the deliverable
 - An outline/table of contents for the deliverable including a description of the anticipated content

- Identify the reviewers and approvers of the deliverable
- Acceptance criteria
- The approach to managing changes to the deliverable after the deliverable is approved
- Interim steps the Contractor will perform and work products the Contractor will provide in completing the deliverable so DHS feedback can be incorporated early in the process and reduce the risk of delays when the final deliverable is produced

2. As each deliverable is submitted, the Contractor **must** include a copy of the associated DED.

C. Controlled Correspondence

1. In order to track and document requests for decisions and/or information, and the subsequent response to those requests, DHS and the Contractor **shall** use Controlled Correspondence.
2. Each Controlled Correspondence document **shall** be signed by the DHS Contract Manager (or designee) and the Contractor Project Manager (or designee). No Controlled Correspondence document shall be effective until the signatures of both are attached to the document.
3. The Controlled Correspondence process may be used to document mutually agreeable operational departures from the specifications and/or changes to the specifications. Controlled Correspondence may be used to document the cost impacts of proposed changes, but Controlled Correspondence shall not be the basis of a claim for equitable adjustment pricing. Any changes that involve a change in pricing must be by a Purchase Order Change Notice.
4. Controlled Correspondence documents will be maintained by both parties in ongoing logs and shall become part of the normal status reporting process.

D. Deliverable Acceptance

1. All Contractor deliverables are subject to review by DHS prior to final approval, acceptance, and payment. Where appropriate, the Contractor **must** perform a walkthrough of a draft version of the deliverable with all appropriate DHS staff and solicit feedback prior to submitting the Deliverable for approval.
2. Acceptance of all Contractor deliverables **must** be completed via a Deliverables Acceptance Document (DAD) in a format approved by DHS and drafted for each deliverable by the Contractor.
3. Review time will depend on the complexity of the deliverables. DHS shall have no less than ten (10) working days to complete its review of the deliverable. DHS will accept or reject the deliverables in writing using Controlled Correspondence and the DAD. In the event of the rejection of any deliverable, the Contractor shall be notified in writing via Controlled Correspondence, giving the specific reason(s) for rejection. Unless agreed by DHS due to complexity of the deliverable, Contractor shall have five (5) working days to correct the rejected deliverable and return it to DHS via Controlled Correspondence. Failure by DHS to complete activities within the timeframes noted does NOT constitute acceptance, approval or completion unless otherwise agreed upon by DHS and the Contractor.

2.9 INFORMATION SYSTEM SUPPORT (ISS) SCOPE OF WORK TASKS AND DELIVERABLES

- A. This section captures DHS' expectations regarding the tasks and deliverables the ISS Contractor **shall** perform. Scope of Work Overview
- B. At a minimum the following deliverables (or equivalent) **must** be produced by the Contractor for DHS' approval. These deliverables will be payment milestones and the Contractor shall not be paid until DHS has reviewed and approved each deliverable.
- C. The following sections includes DHS' expectations on the services and deliverables to be provided by the Contractor. The tasks include:

Table 5 List of ISS Applications M&O Deliverables

Task	#	Deliverable	Frequency
Task 1 – ISS Transition Planning	ISS.1.1	ISS Applications M&O Transition Plan	Once

Task 2 – ISS Transition Planning Transition Services	ISS.2.1	Transition Status Report	Weekly during transition period
	ISS.2.2	Assessment Report	Annually
	ISS.2.3	Applications M&O Plan	Once
	ISS.2.4	Completed Applications M&O Readiness Checklist	Once
Task 3 – Provide M&O Services, Report Status and Assure Quality	ISS.3.1	Monthly Status Report and Service Level Agreement	Monthly
	ISS.3.2	Monthly Status Report and Service Level Agreement	Monthly
Task 4 – Implement Enhancements (Application Development)*	ISS.4.1	Enhancement Requirements and Cost Estimates	Once per task order
	ISS.4.2	Completed Enhancement Check-List	Once per release
Task 5 – Support DHS' Business Intelligence, Analytics and Reporting Needs	ISS.5.1	Business Intelligence and Reporting Support	Monthly
Task 6 – Provisioning of Additional As-Needed Services	ISS.6.1	Milestone Completion	Defined by Request for Additional Services
Task 7 – Turn Over M&O Services	ISS.7.1	M&O Turn Over Plan	Updated as needed or requested by DHS
	ISS.7.2	M&O Turn Over Assessment Report	Monthly during turn over activities

2.9.1 Task 1: ISS Applications M&O Transition Planning

- A. The ISS M&O Transition Planning task **must** include all activities required to migrate M&O activities of the ISS applications effectively and seamlessly from the incumbent Contractor to the Contractor's M&O team, integrate with the DHS M&O processes and ensure a smooth transition of in-flight projects. Additionally, the Contractor **must** evaluate the current portfolio of applications and identify opportunities to improve IT Operations Support (e.g. identify dead code, identify opportunities for automation). DHS will provide support for the transition from the incumbent Contractor. The incumbent Contractor will provide assistance (e.g. knowledge transfer related to software, data, documentation, tools, processes, help desk operations) to the Contractor as the M&O activities are transitioned to them (see the Procurement Library for additional details).
- B. The ISS Applications M&O Transition Plan **must** be collaboratively developed with DHS and the incumbent Contractor, and aligned with the incumbent Contractor's transition plan. Transition planning activities are anticipated to start approximately 6-9 months before the end of the incumbent Contractor's contract. The Plan **must** outline all key elements required to take over management of the ISS applications (and perform all requirements outlined in Attachment K — ISS Requirements) including, but not limited to:
- Organization structure including roles and responsibilities and staffing levels for the M&O processes. This includes a facilities plan, staffing plan/onboarding plan and training plan for all the staff required to perform the activities identified in this SOW and Attachment K — ISS Requirements
 - Transitioning administration and ownership of tools and data supporting the ISS Applications
 - Performing M&O related to the ISS components
 - Identification of all relevant documentation (e.g., design, architecture, support processes) and transitioning maintenance of these documents
 - Updating M&O documentation with changes resulting from the migration to the Contractor's M&O team
 - Rules of engagement with respect to the DHS' role in maintaining and operating the infrastructure, as well as managing and coordinating a multi-Contractor environment
 - Approach to ISS Applications M&O reporting including status reporting, SLR Performance Reporting and reporting mechanisms

- Approach to security and confidentiality in alignment with all applicable Federal and State laws, policies and regulations
 - Approach to reducing cost of the Application M&O during the contract
 - Approach for introducing function points and metrics for tracking Contractor performance
- C. In addition, at DHS’ discretion and upon request, the Contractor **must** include a transition plan for the M&O. DHS assumes the transition will not occur all at once but rather the Contractor **shall** incrementally take responsibility for the ISS Applications M&O activities throughout the transition period.
- D. The transition plan **shall** be completed by senior staff who will be responsible for the transition and for the ongoing ISS Applications M&O activities.

Table 6

Deliverable ISS1.1 – ISS Applications M&O Transition Plan	
Required Delivery	Submitted for approval no later than nine (9) months prior to the end of the incumbent Contractor’s contract
Frequency	Once
Description	<p>The ISS M&O Transition Plan captures all of the activities the Contractor must perform to establish the ISS IT Operations Support organization and migrate applications M&O and tools to the Contractor. The Plan must include a schedule to complete the tasks prior to the end of the incumbent Contractor’s contract.</p> <p>Scope of this deliverable includes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Documentation of the Contractor’s proposed target state including: <input type="checkbox"/> Proposed Contractor staff <input type="checkbox"/> Roles and responsibilities of all partners related to the ISS IT Operations Support <input type="checkbox"/> Proposed list of activities and processes to support the activities <input type="checkbox"/> Acquisition, transition and need for tools <input type="checkbox"/> Training plans to ensure staff gain the required knowledge in alignment with the incumbent Contractor’s Requirement Statement outlining the technical resources and requisite knowledge, skills and experiences required to transition M&O activities <input type="checkbox"/> Plan for coordinating roles and responsibilities between the Contractor and the DHS Infrastructure support team <input type="checkbox"/> Approvals for plans by DHS and commitment to supply resources <input type="checkbox"/> Staffing of target organizations and ongoing support through the duration of the Contract <input type="checkbox"/> Security and confidentiality plan <input type="checkbox"/> Inventory and plan for all Solution hardware and software, documentation, supplies, facilities and other resources within the Contract <input type="checkbox"/> Plan for migrating all required documentation to the Contractor <input type="checkbox"/> Plan to transition for all applicable development tools, processes and procedures and management tools (e.g., security management, systems management) <p>This deliverable must include measurable progress milestones/check-points so DHS can quantify the transition risk.</p> <p>This deliverable should also include the assumed level of support required from DHS and the incumbent Contractor.</p> <p>The ISS M&O Transition Plan must include a Readiness Checklist (Deliverable ISS-5) which captures all activities that must be completed prior to completing the transition of ISS Applications M&O activities from the incumbent Contractor, grouped by service to allow for incremental transition.</p>
References	N/A

2.9.2 Task 2: ISS Applications M&O Transition Services

- A. The Contractor **must** execute the tasks and activities outlined in the ISS Applications M&O Transition Plan (defined in Task 1) – the activities required to seamlessly transition M&O services to the contracted Contractor.

- B. The Contractor's M&O team **must** have a significant on-site presence to ensure adequate knowledge transfer occurs and expects the Contractor to lead these activities as a project, with a Project Manager to track progress against all tasks and highlight risks and issues that require DHS' attention. DHS assumes it will be able to provide the State staff support outlined in the Plan and, as such, anticipates the Contractor will be able to complete the tasks on schedule.
- C. During the transition period, the Contractor **must** track progress closely and accurately report progress to DHS. This includes weekly status meetings, Executive Steering Committee meetings and coordination with DHS.
- D. Prior to transitioning any ISS Applications M&O activities, the Contractor **must** demonstrate that it is able to assume the responsibility for that activity. Proof that all required activities have been completed **must** be provided (and DHS' approval received) along with a transfer or conversion plan for converting tools. A formal go/no-go decision process will be established to gain approval from DHS prior to transitioning the service.
- E. For a period of time after the Contractor has taken ownership of and responsibility for performing the ISS Applications M&O activities, the incumbent Contractor will maintain an advisory team as a contingency. This team will provide advice and recommend improvements. The Contractor **must** cooperate with the incumbent Contractor and implement the recommendations which DHS approves.

Table 7

Deliverable ISS.2.1 – Transition Status Report	
Required Delivery	Submitted throughout the transition period (9 months prior to the end of the incumbent Contractor's contract) through transition completion.
Frequency	Weekly
Description	<p>This deliverable must document progress against the ISS Applications M&O Transition Plan and capture tasks performed, planned tasks, risks and issues and track progress against the Readiness Assessment.</p> <p>If tasks are not performed in accordance with the ISS Applications M&O Transition Plan, the Contractor must provide a recovery plan with updated projected dates.</p> <p>This deliverable must include mitigation steps being taken against any identified risks and any contingency plans.</p> <p>This deliverable must also highlight upcoming activities that must be performed by DHS and risks/issues which require DHS' involvement to resolve.</p> <p>This deliverable must include documentation confirming (and proof of DHS' approval) activities have been effectively initiated and completed.</p> <p>This deliverable will track progress against the Readiness Checklist to ensure all required activities are completed (and DHS' approval received) prior to transitioning ownership of any ISS Applications M&O activities.</p>
References	Deliverable ISS.1.1
Deliverable ISS.2.2 – Assessment Report	
Required Delivery	The design assessment must be completed prior to transitioning IT Operations Support and annually thereafter.
Frequency	Annually
Description	<p>This deliverable provides an assessment of the current applications and must identify opportunities to improve application M&O effectiveness and efficiency (e.g. tool deployment, task automation, etc.). This must also include a roadmap of when the Contractor plans to implement the improvements.</p> <p>This deliverable will be deemed approved once it has been presented to State staff and they have agreed with the contents, recommendations, and the roadmap</p>
References	Deliverables ISS.1.1
Deliverable ISS.2.3 – Applications M&O Plan	
Required Delivery	The Applications M&O Plan must be completed prior to transitioning of IT Operations Support is completed.

Frequency	Once
Description	This deliverable will include an overview of how the Contractor is providing M&O services. This includes items such as processes, procedures, roles and responsibilities, hand-offs, tools, user guides and any additional information. This document must be maintained throughout the M&O period and will be accepted once it has been reviewed and accepted by DHS.
References	Deliverable ISS.1.1
Deliverable ISS.2.4 – Completed Application M&O Readiness Checklist	
Required Delivery	The completed and approved checklist must be submitted for approval no later than the end of the incumbent Contractor’s contract.
Frequency	Once
Description	<p>This deliverable document that all activities required to transition ISS Applications M&O services to the Contractor have been complete. This deliverable must be a completed version of the Transition Checklist included in the ISS Applications M&O Transition Plan (defined in Task 1) with documented proof that the activities have been completed.</p> <p>This deliverable must include documented proof that the ISS Contractor is trained to provide M&O services, documentation has been updated and processes have been transitioned including, but not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Application M&O <input type="checkbox"/> Management and operations of M&O tools <input type="checkbox"/> Tools and documentation <input type="checkbox"/> Break-Fix <p>This deliverable must include the completion of the ISS M&O Transition Plan. This deliverable is documentation to confirm that all ISS Applications M&O reporting activities and the implementation of reporting and reporting tools and processes are complete, as described in the ISS Applications M&O Transition Plan.</p>
References	Deliverable ISS.1.1, ISS.2.1, ISS.2.3

2.9.3 Task 3: Provide M&O Services, Report Status and Assure Quality

- A. For the duration of the M&O period, Contractor **must** perform the M&O activities in accordance with the Service Level Requirements (SLRs). To ensure these activities are performed and the SLRs are met, the Contractor **shall**:
- Maintain and implement account management structure, planning and procedures according to the plan
 - Provide application service level reporting based on agreed upon SLR targets

Table 8

Deliverable ISS.3.1 – Monthly Status Report and Service Level Agreement Reporting	
Required Delivery	7 days after month end
Frequency	Reports generated monthly (specific SLRs reported according to the SLR reporting schedule)
Description	<p>Monthly report that captures the status of the Contractor’s M&O activities related to the applications including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Periodic report that details at least the SLAs in scope for that reporting period. This must include: <ul style="list-style-type: none"> <input type="checkbox"/> A relevant history of the SLAs reported on in previous reporting periods <input type="checkbox"/> All SLAs in scope for the current reporting period <input type="checkbox"/> Progress on corrective action plans established in the last reporting period or since that time

	<input type="checkbox"/> Any new corrective action plans established due to the current reporting period <input type="checkbox"/> Activities performed and planned <input type="checkbox"/> M&O activities <input type="checkbox"/> Activities being performed to increase efficiency of the Application M&O activities <input type="checkbox"/> Operational changes and recommended changes <input type="checkbox"/> Documentation status <input type="checkbox"/> Hours spent by employee, broken down by warranty, M&O and enhancements by application, task and/or project
References	N/A

2.9.4 Task 4: Implement Enhancements (Application Development)

The Contractor **must** implement new functionality, both modification of existing functionality and new functionality (and potentially new systems). The Contractor should anticipate the staffing required to perform development will fluctuate based on needs but will average multiple resources. Each effort to implement enhancements must be treated as a fixed fee deliverable. Prior to developing any enhancements, DHS will provide the high level requirements to the Contractor for pricing. The Contractor **shall** facilitate discussions for clarity if needed. The Contractor **shall** be responsible for:

- Attending service requests priority-setting meetings with DHS staff
- Notifying DHS of any incorrect, incomplete, or ambiguous Solution or business requirements; this notification shall include recommendations for correcting the requirement to preserve correct and unambiguous requirements in the Requirements Repository
- Developing a methodology for sizing application requests and pricing them based on function point analysis or equivalent
- Collaborating with DHS to define the scope of a release based on the prioritization of the requested changes
- Implementing submitted enhancement requests in a timeline that satisfies the SLRs defined in this RFP for this SOW, in a timeline that addresses DHS’ business needs
- Completing modifications by the release date approved by DHS. The approved dates are established through a DHS prioritization process
- Submitting all deliverables associated with the service requests and releases in a timeline to allow for the deliverable review and approval process described in this RFP
- Enforcing coding standards. These standards include the use of comments and code reuse. The process for enforcing coding standards must: Include validations to ensure that code comments and in-line code documentation are properly implemented
- Utilize a combination of code peer reviews, custom tools and third-party tools including open source tools
- Include the production of reports demonstrating code standards enforcement and coverage across code base
- Include specific processes to ensure code reusability and enforcement of code reusability standards
- Include support for the DHS quality assurance team to perform periodic or random audits and code reviews
- Updating Training Materials and developing a Training Plan, if required, for end users and IT support staff.

Table 9

Deliverable ISS.4.1 – Enhancement Requirements and Cost Estimates	
Required Delivery	Before commencing a DDI activities for the release
Frequency	Once per release
Description	For each agreed upon release, the ISS Contractor shall produce the following deliverables: <ul style="list-style-type: none"> <input type="checkbox"/> Release Requirements/Scope (incl. list of requested changes) <input type="checkbox"/> Development Plan including:

	<ul style="list-style-type: none"> <input type="checkbox"/> Documentation (e.g. updates to specification or new specs) <input type="checkbox"/> Testing Plans with exit criteria for SIT and UAT <input type="checkbox"/> Change Management/Training Plans <input type="checkbox"/> Infrastructure impact <input type="checkbox"/> Staffing plan <input type="checkbox"/> Acceptance Criteria Checklist including items such as: <input type="checkbox"/> Testing results <input type="checkbox"/> Updated documentation <input type="checkbox"/> Updated Operations Plan <input type="checkbox"/> Interim deliverables <input type="checkbox"/> Function Point and Cost Estimates (e.g., LOE, additional hardware/software costs, and impact on ongoing M&O) <input type="checkbox"/> Return on Investment (ROI) estimate <input type="checkbox"/> Release Checklist
References	N/A
Deliverable ISS.4.2 – Completed Enhancement and Release Check-List	
Required Delivery	Submitted once the release is completed
Frequency	Once per release
Description	For each agreed upon release, the ISS Contractor will produce the completed check list (defined in Deliverable ISS.4.1)
References	Deliverable ISS.4.2

2.9.5 Task 5: Support DHS’ Business Intelligence, Analytics, and Reporting Needs

- A. This task includes all activities required to support DHS’ reporting and analytics needs.
- B. There are currently ten (10) staff supporting these activities. It is expected that the Contractor will assign at least twelve (12) individuals to work with DHS staff to continually enhance access to data and reporting and evolve the business intelligence capabilities. The number of staff may be annually adjusted after each re-baselining.
- C. The Contractor **must** maintain a list of requests received from different DHS stakeholders. Based on prioritization by DHS governance committee, the Contractor **must** meet with specific stakeholders to understand their needs, identify the appropriate technology to support the need (e.g. parameter based reports, analytical tools, query tools) and build the solution. The Contractor **must** iterate on the solution, building mock-ups, proof of concept etc. until the needs are met prior to migrating the reports to production. This includes expanding the data warehouse or data marts if additional data elements are required.

Table 10

Deliverable ISS.5.1 – Business Intelligence and Reporting Support	
Required Delivery	7 days after month end
Frequency	Once per month
Description	<p>Monthly report that captures the business intelligence activities including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Activities performed and planned <input type="checkbox"/> Activities performed and planned by resource <input type="checkbox"/> Activities being performed to enhance DHS’ business intelligence strategy <input type="checkbox"/> Changes and recommended changes
References	N/A

2.9.6 Task 6: Provisioning of Additional As-Needed Services

- A. DHS envisions additional IT services may be required throughout the duration of this contact, many of which may not be the core competency of the Contractor.
- B. When DHS requires additional resources, they will provide the Contractor with a formal Request for Additional Services to Contractor. These requests will vary based on DHS’ specific needs but could range from a skill set required to augment DHS’ staff in fulfilling their responsibilities, a simple scope of work, or a set of high level requirements for a proof of concept. The request will also clarify whether the resource must be from a sub-

contractor or if the Contractor can recommend internal resources. Additionally, DHS will provide whether the submission should be managed as a fixed fee or time and materials statement of work, the milestones and acceptance criteria.

- C. Upon receipt of a request for additional services (approved by DHS) the Contractor **must** identify a resource or a team of resources which the Contractor is confident can address the requirements outlined by DHS. The Contractor **shall** be responsible for ensuring DHS' request has sufficient detail to contact their network of sub-contractors to identify qualified personnel, identifying potential candidates/teams and providing their information to DHS.
- D. The **must** provide multiple qualified options, have their sub-contractors provide cost estimates (based on the Contractor's rate sheets and classifications) and additional documentation required for DHS to evaluate the different options.
- E. The Contractor **must** administer any work efforts that result from requests for additional services through their contract.
- F. If these efforts result in a change to the DHS application architecture (e.g. a new mobile application) the Contractor **shall** be responsible for the end-to-end solution.
- G. The Contractor **must** have relationships with a variety of sub-contractors who they can contact to fulfill the requests.

Table 11

Deliverable ISS.6.1 – Milestone Completion	
Required Delivery	Defined in Request for Additional Services (monthly for T&M requests, per agreed upon schedule for fixed fee efforts)
Frequency	Submitted once per release as defined by DHS in the Request for Additional Services
Description	Contractor must provide evidence that the anticipated milestone has been completed and acceptance criteria have been met. Typically, this will include signed acceptance of the deliverable by the appropriate State representative.
References	N/A

2.9.7 Task 7: Turn-over M&O Services

- A. Upon completion of the M&O period, or as decided by DHS, DHS may migrate the responsibilities for M&O services to in-house staff or to an alternate Contractor. The Contractor **must** provide the necessary effort to assist with this transition including development of transition plans and provision of ongoing transition assistance.
- B. The Contractor **must** continue to perform M&O services at the level required in the Contract, maintain staffing to continue supporting the applications and provide the support required to smoothly transition M&O activities to the new party. They **must** be integral in the transition activities.

Table 12

Deliverable ISS.7.1 – M&O Turn-Over Plan	
Required Delivery	Nine (9) months prior to Contract expiration or transition date
Frequency	Updated as needed or requested by DHS
Description	The Plan will comprehensively detail at least the following: <ul style="list-style-type: none"> <input type="checkbox"/> The activities needed to transition services to another provider, including roles and responsibilities throughout the transition <input type="checkbox"/> The coordination means, tools and artifacts to be used by all providers <input type="checkbox"/> The staffing transition plan including the methods for ensuring the Contractor will provide adequate staffing until the other provider is prepared to take ownership <input type="checkbox"/> Process for monthly Contractor assessments of all activities critical to the M&O transition and completion of ISS Contractor M&O activities
References	N/A
Deliverable ISS.7.2 – M&O Turn-Over Assessment Report	
Required Delivery	Six (6) months prior to Contract expiration
Frequency	At least monthly during transition activities

Description	Reporting includes progress of transition activities by the ISS Contractor, DHS and other providers, as appropriate
References	Deliverable ISS.7.1

2.10 PERFORMANCE STANDARDS

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

SECTION 3 – SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

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

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be given the opportunity to change their initial individual score, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience	10	24%	168
E.2 Project Organization and Staffing	50	36%	252
E.3 ISS Requirements	45	40%	280
Total Technical Score		100%	700

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

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

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

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

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 420 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

- A. The three (3) Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation/demonstration.
- B. Should DHS elect to hold oral presentations/demonstrations, the buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 COST SCORE

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

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

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

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

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

B. The submission of a *Technical Proposal Packet* **shall** signify the Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at .
- G. All payment requests (e.g., invoices) **must** include copies of the relevant DADs signed by the DHS stakeholder authorized to approve the deliverable. Deliverables and submitted/approved DADs must be tracked by the Contractor in a tracking tool approved by DHS

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 1. The right to possession.
 2. The right to accrued payments.
 3. The right to expenses of de-installation.
 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:

1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The Contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Contractor **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 Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, the Organizational or Personal Conflict of Interest policy as presented in Attachment G, and the Certifications and Restrictions as presented in *Attachment H*. Do not complete and return any of the above-named attachments. They are for your information only.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
 3. The additional performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.

4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

4.6 RECORD RETENTION

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

4.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OP has the right to approve or deny the request.

4.8 CONFIDENTIALITY

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

4.9 CONTRACT INTERPRETATION

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

4.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.11 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

- 12. AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of 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 Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.