



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

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-17-0001	Solicitation Issued:	08/16/2016
Description:	Sex Offender Registration & Management System		
Agency:	Arkansas Crime Information Center (ACIC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	August 31, 2016	Bid Opening Time:	1:00 p.m., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.			

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

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

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Arkansas Crime Information Center (ACIC) is seeking to obtain an electronic operating system for sex offender management within the State. The System will allow for fully electronic submission of all data required to be collected and sent to ACIC by local law enforcement agencies. It will also provide for electronic communication with other states' sex offender repositories and will upload data to the National Crime Information Center (NCIC) and the National Sex Offender Registry (NSOR).

The System will allow for the collection and retrieval of all required documents and information collected and maintained by ACIC. It will be secure according to the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services Division's (CJIS) requirements.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is November 1, 2016. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to three (3) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Proposals submitted by the opening time and date **shall** be opened at the following location:

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

1.5 DEFINITION OF REQUIREMENT

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

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (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. Vendor's original *Official Bid Price Sheet* **may** be submitted in hard copy or electronic format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *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* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page.*
 - *All Agreement and Compliance Pages.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Voluntary Product Accessibility Template (VPAT).*
 - 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*.

1.9 **ORAL PRESENTATIONS/DEMONSTRATIONS**

- A. Vendors who receive the highest ranking scores in the Technical Proposal portion of the solicitation process, will be required to provide an oral presentation/demonstration. Selected vendors **must** provide an oral presentation/demonstration to be eligible to move forward in the solicitation process. See Section 3 *Criteria for Selection*.
- A. Vendors will be given a minimum of two (2) weeks' notice for scheduling of the demonstration. The vendor may request the presentation be scheduled earlier, provided the date and time are acceptable by the agency. Parameters for the presentation will be provided when vendor is contacted for scheduling.
- B. Demonstrations will be conducted on-site in Little Rock, Arkansas at a location determined by the agency.
- C. Demonstrations **must** be conducted with the same system as proposed. System failure **shall** result in disqualification of a vendor's proposal.
- D. Pricing **must not** be discussed or exposed during the presentation/demonstration.
- E. All presentations are subject to being recorded.
- F. All expenses associated with the demonstration except travel, meals, and lodging for State personnel, **must** be borne by the vendor.

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 4:00 p.m., Central Time on **August 22, 2016**. Submit written questions by email to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on August 25, 2016.
- B. Vendors may contact the OSP buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.11 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.

- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.
2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 **AGREEMENT AND COMPLIANCE PAGES**

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

1.13 **SUBCONTRACTORS**

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

1.14 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *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 joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.16 **INDEPENDENT PRICE DETERMINATION**

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

1.17 **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. 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.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.18 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only 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. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- H. Qualifications and proposed system **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.19 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. 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.
- C. The vendor **shall** be responsible for checking the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.20 **AWARD PROCESS**

- A. Successful Vendor Selection

The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score, Oral Presentation/Demonstration Score, and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

- B. Negotiations

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

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.21 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.22 EQUAL OPPORTUNITY POLICY

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

1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

- B. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.24 **PAST PERFORMANCE**

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

1.25 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display

appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

1.27 VISA ACCEPTANCE

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

1.28 PUBLICITY

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

1.29 RESERVATION

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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

Act 989 of 1997 established the Arkansas Sex Offender Registry and tasked the Arkansas Crime Information Center (ACIC) with the responsibility of administering and managing the Registry. Currently, there are approximately 300 law enforcement agencies throughout the state that supervise offenders on the Registry and report information to ACIC for inclusion in the Registry. ACIC is also responsible for providing Registry information to the National Crime Information Center (NCIC) and the National Sex Offender Registry (NSOR), as well as to other states' sex offender registries as requested. ACIC's current system is mostly electronic and was developed in house.

The goal of the Sex Offender Registration and Management System of Arkansas (SORMSA) is to fully automate the Registry. This will include, but not be limited to, the automation of initial registration, subsequent verification, all changes of information, all notices to law enforcement agencies, and the transmittal of Registry data to the National Sex Offender Registry. The system will also include investigative tools for law enforcement to use in their job of supervising and managing the offenders under their jurisdiction.

2.2 BUSINESS OBJECTIVES

- A. System **must** provide a stable, uniform application to be used in all offices associated with registration, verification, and State reporting.
- B. System **must** achieve substantial compliance as defined by the SMART office with the Sex Offender Registration and Notification Act (SORNA) requirements of the Adam Walsh Act (AWA). See Attachment A.
- C. System **must** expand current Sex Offender Registry (SOR) website to provide the general public with accurate information including mapping, as well as both electronic and postal notification.
- D. System should emulate the current Centralized Electronic Network Sex Offender Registry (CENSOR) system processes used by ACIC as closely as possible. A copy of the Arkansas Crime Information Center State Sex Offender Registry Protocol Training Manual 8th Edition may be provided upon request.
- E. System **must** be provided to all local law enforcement agencies at no cost to them.
- F. System **must** provide management assistance and tools to ACIC and local law enforcement agencies to help manage the offender verification/compliance check process via verification calendars, maps, profiles, and reports.

2.3 LEGISLATIVE COMPLIANCE

- A. System **must** maintain a program that meets the minimum requirements of the law, including but not limited to the minimum provisions of the Adam Walsh Act, without modification by the State or Local User.
- B. System **must** demonstrate a continuous improvement program that proactively responds to changes in the requirements of Arkansas or Federal law at no additional cost.
- C. System updates **must** be provided to all users automatically at no additional cost.

2.4 VENDOR EXPERIENCE

- A. Vendor **must** have installed at least five (5) state agency clients with software of a similar scope that registers offenders and provides emails to the public over multiple years or have installed 5 other state agency clients with software of a similar scope and size. Vendor **must** provide a minimum of five (5) references to this effect.
- B. Vendor should utilize an advisory board of key users and industry professionals to solicit feedback and provide input for future enhancements while maintaining legal compliance.

2.5 GENERAL SYSTEM REQUIREMENTS

- A. The System **must** be web based and accessible by authorized Users through the ACIC website.

- B. The System **must** be compatible with multiple internet browsers, including Internet Explorer, Firefox, and Google Chrome.
- C. The System **must** be accessible on a variety of platforms, such as desktops, and laptops.
- D. The System **must** allow an unlimited number of Users and concurrent Users.
- E. ACIC **must** have the ability to track all User Activity.
- F. Current Users of the ACIC CENSOR System **must** be able to set up new user accounts.
- G. Vendor **shall** set up any initial User accounts as requested by ACIC.
- H. The System **must** allow ACIC staff to approve and terminate local law enforcement users, assign password and login credentials, and reset password and login credentials as needed.
- I. The System **must** provide for enhanced passwords from all agencies and individuals authorized for access. ACIC **must** be able to set the password criteria.
- J. The System **must** allow ACIC to set durations of passwords and require password change upon expiration.
- K. The System **must** allow ACIC to determine if User timeouts are needed after a period of inactivity before password reentry is required. ACIC **must** also be able to set the timeframe for a User timeout.
- L. The System **must** be able to support signature scanners and the attachment of electronic documents and photographs.
- M. The System **must** retain all historical data entered into it, including photographs.
- N. The System **must** be able to interface with ACIC and NCIC databases, as well as ACIC criminal history record files, the ACIC Message Switch, and Driver's License Records.
- O. The System **must** be compatible with Laserfiche, MessageSwitch, the Criminal History Database, and other imaging systems operated by ACIC.
- P. The System **must** be capable of tracking changes for audit purposes, including but not limited to what information was changed from and to, as well as the identity of the User making the changes. All changes **must** be timestamped.
- Q. The System **must** allow local law enforcement agencies to have read only access to the database, as well as print forms and information from it.
- R. The System **must** be able to print all current and future forms in a PDF format for use by courts and local law enforcement.
- S. The System **must** print the new registration form, verification form, change of information form, acknowledgement form, and duty to register form as an automatic by-product of the registration process.
- T. Requested changes to Forms and Reports **must** be completed by the Vendor no later than two (2) business days from the date of request by ACIC.
- U. The System **must** provide an automated electronic update of the offender record to the State registry from the originating local registration or preregistering agency.
- V. Offender data that can be published to the general public pursuant to Arkansas law **must** be published to the web in real time.
- W. ACIC **must** be able to control web publishing based on publishing rules by offenders risk level and status, as well as by User permission levels.

- X. The system **MUST** provide that all new Registrations as well as all required verifications and Changes of Information entered by local law enforcement agencies will go to a pending queue for review by ACIC staff prior to being uploaded to NCIC and the NSOR. At a minimum there **MUST** be a pending queue for new reservations, verifications and changes of information; a pending queue a submitted queue and a new user queue.
- Y. The System **must** provide ACIC and local law enforcement agencies with the ability to perform investigative searches.

2.6 **USER ROLES**

- A. The System **must** allow for web based User access.
- B. The System **must** allow unlimited number of users and concurrent users.
- C. The System **must** be capable of both user and role based provisioning.
- D. The System **must** provide read only and read/write access based on assigned roles/profiles as defined by ACIC.
- E. The System **must** provide the ability to query data across multiple jurisdictions.
- F. The System **must** only allow data to be edited by ACIC staff.

2.7 **Registration Requirements:**

- A. The System **must** collect and store the following for each offender:
 - 1. Social Security Number
 - 2. FBI Identification Number
 - 3. All mandatory NCIC offender data as defined under the Arkansas Sex Offender Act.
 - 4. Personal data, including but not limited to identifying marks such as scars, tattoos, etc.
 - 5. Addresses, including but not limited to home, mailing, work, school, etc.
 - 6. Registration for vehicles, including but not limited to cars, motorcycles, boats, aircraft, etc.
 - 7. Known aliases, including but not limited to names, nicknames,
 - 8. Dates of birth
 - 9. Social security numbers
 - 10. Race
 - 11. Registration start and end dates.
 - 12. Conviction data with corresponding State crime codes.
 - 13. Multiple offender photos
 - 14. Intelligence information that can be privately shared between agencies but is not available to the general public.
 - 15. All other current or future data as required by the Arkansas Sex Offender Registration laws found at Ark. Code Ann. §12-12-901 et seq.
 - 16. All other current or future data as required by Federal law.

17. All other current or future data required by ACIC.

- B. All current and future required fields **must** be provided at no additional cost.
- C. The System **must** allow law enforcement to identify which data is publishable for the public as well as which should be maintained for law enforcement use only.
- D. The System **must** be able to print all documents electronically signed by the offender for the offenders to take with them. Printouts for offender **must** include picture and electronic signature.
- E. The System **must** allow local law enforcement to enter data into the system from multiple platforms, including desktops and laptops.
- F. The System **must** provide automatic email notification to local law enforcement agencies about offenders moving into their jurisdiction and other changes in status to offenders under their supervision.
- G. The System **must** provide search capabilities by offender assessment level, offender status, and jurisdiction of local law enforcement agency with supervisory responsibility.

2.8 **OFFENDER ADDRESS VERIFICATION REQUIREMENTS**

- A. The System **must** verify that offender addresses do not violate State residency restrictions around safety buffers surrounding protected addresses in the jurisdiction as now or later defined in the Arkansas Sex Offender Registration laws found at Ark. Code Ann. §12-12-901 et seq. This typically includes, but is not limited to schools, daycares, churches, parks, bus stops, etc.
- B. The System **must** alert the registration officer at time of entry if offender's address violates a local buffer zone.
- C. The System **must** provide a multi-level verification schedule configurable based on the needs of the agency and local statutes.
- D. The System **must** provide full calendar functionality with active links to the offender's record as well as displaying dates for up to five different verification cycles, including the last date on which an offender actually verified.
- E. The System **must** provide flags for non-compliant offenders.
- F. The System **must** provide an In Person verification process and period based on State statutes for each of the following offender risk levels:
 - 1. Level I Sex Offenders
 - 2. Level II Sex Offenders
 - 3. Level III Sex Offenders
 - 4. Level IV Sex Offenders
 - 5. Homeless Sex Offenders
- G. The System **must** generate an offender's next verification date based on the Offender Level and possible status as homeless.
- H. Verification history **must** be maintained.
- I. The System **must** provide a means for ACIC staff to change an offender's status or risk level as required.

2.9 **INVESTIGATIVE TOOLS**

- A. System **must** provide look up capabilities allowing User to search using any field or any combination of multiple fields within the database.

- B. System **must** be able to export search results into an Excel, PDF, or CSV file format.
- C. System **must** be able to display results and reports data.

2.10 **MAPPING**

- A. System **must** include an integrated Geographical Information System (GIS).
- B. System **must** be able to import GIS programs so as to update and make compatible address mapping files.
- C. System **must** automatically assign latitude and longitude to an address and display it on a map.
- D. System **must** automatically and immediately alert of a violation of User configured Exclusion Zones, such as schools, parks, etc. based on local laws.
- E. System **must** periodically update mapping database to include new streets, new construction, etc.
- F. System **must** be able to import the USPS national address database.
- G. System **must** provide immediate address validation and alerts of invalid addresses based on the USPS database.
- H. System **must** provide interactive geo repair for unmappable addresses through Vendor's service department within 7 calendar days of report.
- I. System **must** be able to progressively geocode addresses using numerous data sources, such as User supplied county or local data dictionaries.
- J. System **must** remove offenders from the mappable area if they are currently incarcerated, deported, deceased, or have moved out of State. Offenders meeting one of these criteria **must** be moved to an unmappable page with a note displaying their status.
- K. System **must** only publish to the public mapping locations of those offenders whose information may be publicly disclosed pursuant to Arkansas Sex Offender Registration laws found in Ark. Code Ann.§12-12-901 et seq.

2.11 **COMMUNITY NOTIFICATIONS**

- A. The System **must** support local law enforcement with the automatic generation of notification emails and community notification postal flyers to U.S. postal addresses based on a user defined radius around an offender's address.
- B. System **must** provide an integrated community notification mailing service for local law enforcement based on a user defined radius around an offender's address.
- C. System **must** be capable of automatically generating community emails for local law enforcement and register citizens.
- D. System **must** be capable of automatically generating notifications for law enforcement to "special recipients", such as victims, schools, daycare centers, etc., based on User configured criteria, such as specific offender, location, risk level, etc.
- E. The System **must** provide an external website allowing the public to search for offenders whose information may be publicly disclosed pursuant to Arkansas Sex Offender Registration laws found at Ark. Code Ann.§12-12-901 et seq. At minimum, Users **must** be able to search using the following criteria.
 - 1. Offenders within 1 mile radius of a specified address.
 - 2. By city
 - 3. By county
 - 4. By zip code

5. By name or partial name
6. By known aliases
- F. System **must** allow searches for offenders who are currently unmappable but whose information may be publically disclosed pursuant to Arkansas Sex Offender Registration laws found at Ark. Code Ann. §12-12-901 et seq.
- G. System **must** allow users to register for automatic email notifications of new offenders in their area.
- H. System **must** allow users to register for automatic email notifications on the whereabouts of a specific offender.
- I. System **must** allow users to update, change, or remove their email notification registrations.

2.12 **PUBLIC RELATIONS**

A. Public Relations

1. Vendor **shall** provide an Agency branded search page.
2. Search page **must** include links to safety tips for local use provided by ACIC.
3. System **must** generate Agency branded notification emails and mailings.
4. System **must** maintain historical marketing support accessible to ACIC and local law enforcement, including but not limited to a database of past press announcements and releases.

2.13 **EXTERNAL INTERFACES**

A. NCIC/NSOR Interface

The National Crime Information Center (NCIC) is a part of the CJIS (Criminal Justice Information Systems), organized under the FBI. NCIC helps criminal justice professionals apprehend fugitives, locate missing persons, recover stolen property, and identify terrorists. The National Sex Offender Registry (NSOR) is a subset of NCIC and is a law-enforcement only (non-public) database of sex offender records from around the country. The System **must** meet the following criteria in order to interface with these systems.

1. The System **must** provide the ability to upload all offender data to NCIC after review by ACIC staff.
2. The System **must** provide a way for verification of data by ACIC both prior to and after submission as required by NCIC.
3. Users **must** be able to access an NCIC Response Log through the System to view whether an offender record has been accepted or rejected by NCIC.
4. Users **must** receive an instant alert if record is rejected.
5. If the record is rejected, Users **must** be able to see the reasons for the rejection and be able to adjust the record accordingly for resubmission.
6. The data **must** be uploaded in a format acceptable to NCIC as defined by the NCIC 2000 Operating Manual. A PDF copy of the manual may be found at <http://www.in.gov/idoa/proc/bids/rfp-14-067/067attu.pdf>.
7. The System **must** support all NCIC basic and supplemental fields for a sex offender entry.
8. The System **must** support connection to ACIC's existing message switch using FoxTalk.
9. The System **must** support second-party checks and validation procedures as defined by ACIC and the FBI CJIS Division.
10. The System **must** be CJIS security compliant.

B. SORNA Exchange Portal

1. The System **must** provide an option for upload of offender data to the SORNA Exchange Portal.

C. National Sex Offender Public Website (NSOPW)

The FBI also provides the National Sex Offender Public Website for public searches, however, NSOPW is not actually a search of NSOR. Instead, it forwards the searches to public searchable websites maintained by each state/jurisdiction. The System **must** provide an option for the upload of offender data to NSOPW in NIEM 4.1 or the most current version of NIEM.

D. Interfaces for Access to State Data

1. State offender data **must** be accessible to law enforcement from other states via NEIM compliant web service.
2. State offender data **must** be available as an option by nightly dump of csv files to a secure FTP site.

2.14 TECHNICAL REQUIREMENTS

A. Database Structure

1. System **must** be implemented on a MSSQL database platform.
2. System **must** include all data elements as defined by the Adam Walsh Act.
3. All data fields **must** comply and correspond with NCIC requirements.
4. System **must** allow for additional fields based on User defined criteria.
5. System **must** be hosted, maintained, and supported by vendor.
6. System **must** feed State repository via CJXML or NIEM file.
7. System **must** support cross-jurisdictional notification on offender movement. At a minimum, System **must** be capable of notifying the offender's new county of residence by email that the offender is moving to that location, as well as notifying the previous county of residence when the offender has arrived and registered in the new location.
8. System **must** provide a secure data transfer environment.
9. System **must** provide for a separate data back up at a different location.

B. Hardware/Software Requirements

1. System **must not** require the purchase or installation of additional hardware or software.
2. System **must** be accessible via the internet from a desktop or laptop computer.
3. System **must** be compatible with multiple signature pads and webcams.

C. System Performance Requirements

1. System **must** maintain 99.5% uptime.
2. System performance **must** be monitored.
3. In the event a 99.5% uptime is not maintained during any two (2) consecutive month period, the Vendor **shall** provide on-site analysis, as well as any support and maintenance needed to correct the problem the System is experiencing.
4. System failover time **must not** exceed 15 minutes.
5. System **must** allow for configuration of external alerts.
6. System support and maintenance **must** be provided for the life of the contract and **must** begin on the date the system is installed and operational.

7. Downtime for System support and maintenance **must** occur between the hours of 7pm and 6am CST.

D. Security Requirements

1. The System **must** be FIPS and NIEM compliant.
2. Vendor **must** operate a commercial, fully redundant data center.
3. Data Center **must** be SSAE Type II compliant.
4. Vendor **must** have passed a Standards for Attestation Engagements (SSAE 16) SOC 2 Type II Data Center Compliance audit performed by an independent audit within the past 18 months.
5. The audit **must** follow the attestation standard established by the AICPA to report on the system's design, controls, and operational effectiveness. The audit must consider the vendor organization, security, and change management systems when determining SSAE 16 compliance.
6. The System **must** be capable of creating, protecting, and retaining information system audit records to the extent needed to enable monitoring, analysis, investigation, and reporting of information system activity.
7. The System **must** be capable of tracking and tracing the actions of individual information system users to that unique user.
8. All information residing on equipment not owned by the State **must** be encrypted.
9. The System must be capable of testing and applying security related patches.
10. The System **must** provide for the protection from malicious code at appropriate locations within the System. This includes, but is not limited to data input validation, antivirus protection, etc.
11. The System must provide for the identification, reporting, and correction of information and information system flaws in a timely manner.
12. Information in the System **must** be limited to authorized users, processes, or devices (including other information systems) and **must** also limit access to types of transactions and functions that authorize users are permitted to exercise.
13. All Vendor employees, staff, contractors, and/or subcontractors with access to the System **must** pass a fingerprint based background check.
14. The Vendor **must** allow onsite security checks by ACIC staff at the Vendor's facility for quality assurance.

E. Data Ownership and Use

1. Vendor **must** agree and acknowledge that all information and data entered into the System is solely the property of ACIC and the State of Arkansas.
2. Vendor **shall not** use any of the data for any other purpose without the expressed written consent of ACIC.
3. Upon termination of contract, Vendor **shall** return all data to ACIC in a format specified by ACIC and delete any Arkansas data from its system.
4. Upon termination of contract, Vendor **shall** work with the State and ACIC and any other organizations designated by the State or ACIC to ensure an orderly transition of data, services, and responsibilities under the contract and to ensure the continuity of those services required by the State and ACIC.

2.15 IMPLEMENTATION AND DEPLOYMENT

- A. System **must** be up and fully operational no later than nine (9) months from contract date.
- B. Vendor **must** provide documentation demonstrating proficiency in regards to project implementation in each of the following areas:

1. Project Management
2. Initiating
3. Planning
4. Executing
5. Controlling
6. Closing
7. Change Management
8. Testing with emulators
9. Issue logs

2.16 DISASTER RECOVERY PLAN

Vendor **shall** provide disaster recovery services which meets a recovery point objective of 24 hours and a recovery time objective of 2 days.

2.17 DATA CONVERSION AND IMPORT

- A. Vendor **shall** be responsible for the migration of ACIC's legacy data into the Vendor's Software System. Data conversion is an important part of this project. Legacy data is on an ACIC hosted SQL server and information regarding data will be provided upon request.
- B. Vendor **shall** be responsible for conducting data profiling, cleansing and migration as part of this project.
- C. Vendor **shall** be responsible for the data services to cleanse and prepare the data from the source (legacy) system. Vendor **shall** develop a data conversion strategy and plan and manage the data conversion activities. Vendor **shall** also be responsible for analyzing the legacy data to develop data maps for the new System and for migrating the legacy data and testing the converted data.

2.18 SUPPORT

- A. Vendor **shall** provide ACIC with a dedicated representative available between the hours 8am-4:30pm CST, Monday through Friday.
- B. Vendor **shall** provide a 24/7 application telephone help desk staffed by English speaking personnel located within the continental United States.
- C. Vendor **shall** provide resolution of High Priority issues within 4 hours.
- D. Vendor **shall** provide resolution of Medium Priority issues within 24 hours.
- E. Vendor **shall** provide resolution to Low Priority issues within 8 business days.
- F. Vendor **shall** provide Mapping/Geo Coding support personnel.

2.19 TRAINING

- A. Vendor **shall** provide initial onsite training at law enforcement locations to be determined by ACIC.
- B. Subsequent training may be onsite, by webinar, or by other means as agreed to by the Vendor and ACIC.
- C. Vendor **shall** provide retraining as necessary and requested by ACIC in a manner to be agreed upon.
- D. Vendor **shall** provide training in the form of an online tutorial which **must** be available throughout the life of the contract and **must** be easily accessible to users through their sign on.
- E. Vendor **shall** provide training on new features as they are released.

F. Vendor **shall** provide a user manual either in printed or electronic format.

2.20 **REPORTING**

Vendor **shall** provide ACIC with a monthly report including at minimum the following information:

1. System uptime for the month
2. Response times to Technical Issues
3. System failover time
4. Requests for changes to Forms/Reports and the time to complete
5. Interactive Geo Repair requests and the time to complete
6. Disaster Recovery and the time to complete recovery process.

2.21 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Table A: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. 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 vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, 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, vendor **shall** follow the direction of the agency regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Damages
System Uptime	System maintains 99.5% uptime.	<p>98% - 1% of Monthly Total Cost 97% - 2% of Monthly Total Cost 96% - 3% of Monthly Total Cost</p> <p>An additional 1% per month per percentage below. Below 75% may be grounds for contract termination</p>

Service Criteria	Acceptable Performance	Damages
Failover time	System failover time does not exceed 15 minutes.	\$500 credit for each instance in which failover time exceeds 15 minutes
Changes to Forms/Reports	Changes made to forms/reports no later than two business days after request by ACIC.	\$50 credit for each business day past two business days
Interactive Geo Repair	System must provide interactive geo repair for unmappable addresses through Vendor's service department within 7 calendar days.	\$50 credit for each day past seven days.
Disaster Recovery	Recovery point objective of 24 hours and recovery time objective of 48 hours.	\$500 credit per day for each day past objective.
Implementation and Deployment	System must be up and fully operational within 9 months of contract start date.	\$50 per day for each day past deadline.
Low Priority Technical Issues(Including, but not limited to: Individual user(s) unable to access service due to system issue)	Resolution within 3 days.	\$500.00 credit for each instance a Low Priority Issue was not resolved within 8 business days.
Medium Priority Technical Issues(Including, but not limited to: Regional or local office unable to access service due to system issue)	Resolution within 24 hours	\$750.00 credit for each instance a Medium Priority Issue was not resolved within 24 hours.
High Priority Technical Issues(Including, but not limited to: Statewide unable to access due to system issue)	Resolution within 4 hours.	\$1,000.00 credit for each instance a High Priority Issue was not resolved within 4 hours.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. 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 Qualifications and Experience	30	7%	42
E.2 Registration Requirements	40	14%	84
E.3 Legislative Requirements	40	9%	54
E.4 General System Requirements	90	16%	96
E.5 Mapping	20	5%	30
E.6 Reporting	20	4%	24
E.7 Support	10	6%	36
E.8 Implementation and Deployment	170	18%	108
E.9 Security	60	8%	48
E.10 Training	40	10%	60
E.11 Disaster Recovery Plan	10	3%	18
Totals		100.0%	600

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

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

$$(A/B) \times C = D$$

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

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

3.2 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest four (4) year grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

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

A = Lowest Total Cost

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

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.3 **GRAND TOTAL SCORE**

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

	Maximum Points Possible
Technical Proposal	600
Oral Presentation/Demonstration	100
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the vendor'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.**

4.1 PAYMENT AND INVOICE PROVISIONS

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

 Arkansas Crime Information Center
 Suite 615
 322 South Main Street
 Little Rock, AR 72201
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

4.2 GENERAL INFORMATION

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

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

4.3 **CONDITIONS OF CONTRACT**

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

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$500,000, 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 vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

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

4.6 CONFIDENTIALITY

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

4.7 CONTRACT INTERPRETATION

Should the State and vendor 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.

4.8 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

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

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

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

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