



**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-16-0086	Solicitation Issued:	10/12/2016
Description:	Driver's License and ID Card Issuance System		
Agency:	Department of Finance and Administration – Revenue Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	11/10/2016	Bid Opening Time:	1:00 p.m., Central Time
<p>Proposals <b>shall not</b> 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 <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7<sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging <b>must</b> 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.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Vendor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	John Leverett	Buyer's Direct Phone Number:	501-683-2222
Email Address:	<a href="mailto:john.leverett@dfa.arkansas.gov">john.leverett@dfa.arkansas.gov</a>	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **1.1 PURPOSE**

This Request for Proposal (RFP) document is issued by the Office of State Procurement (OSP) for Arkansas Department of Finance and Administration (DFA) Office of Driver Services (ODS) to obtain pricing, services, and establish a multi-year service contract for a secure, web-based, digital image capture and Driver's License/Identification (DL/ID) Card Issuance System.

The issuance system contract **shall** include all necessary hardware and software products, design, development, customization, transition management, installation, training for State employees, service staff with an appointed priority to service the system, supplies, and regular maintenance, as specified in detailed system design discussions with OSP and ODS as required within this RFP (including all addenda to the resulting contract).

The DL/ID card produced by the vendor **shall** be fully compliant with State of Arkansas and Federal statutes including the Real ID Act of 2005 and applicable regulations.

DL/ID cards **must** meet or exceed all standards contained in the most recent edition of the American Association of Motor Vehicle Administrator's (AAMVA) Personal Identification Specification. This is the link to AMMVA standard: <http://www.aamva.org/DL-ID-Card-Design-Standard/>

### **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 three (3) years. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to four (4) additional one-year terms or a portion thereof.
- C. The resulting contract **shall** contain an option for a technical evaluation and upgrade at the end of year three (3). Any upgrade technology, with accompanying price change, **must** be mutually agreed to by vendor and agency prior to installation. (See 4.6.E.)
- D. The State **shall** retain the right to negotiate price in one year increments for each of the four (4) remaining years.
- E. 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 the 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*.
- **AAMVA:** American Association of Motor Vehicle Administrators
  - **AIRS:** Arkansas Integrated Revenue System
  - **Applicant:** The person who is applying for the driver's license or ID card
  - **Bidder:** The entity that is submitting a proposal for this contract – used interchangeably with the words "Vendor" or "Contractor" in this document
  - **Card:** A generic term that represents either a driver's license or ID card, or any other Card Type that may be produced by the Issuance System
  - **Card Type:** A Card dedicated to a specific purpose, with a specific format and defined set of data
  - **DFA:** Department of Finance and Administration, State of Arkansas
  - **DIS:** Department of Information Systems, State of Arkansas
  - **DR:** Disaster Recovery
  - **DRP:** Disaster Recovery Plan
  - **Host System:** A web-based computer system maintained by DFA Office Information Services (OIS) and Department of Information Systems (DIS) which acts as the host system for the DL/ID Card Issuance System, also known as AIRS System.
  - **Issuance System:** The combination of hardware and software that form the complete Digital Image Capture and License Printing System
  - **Image Capture Workstation:** A physical workstation employed by the Issuance System to perform its functions and included as part of the System
  - **Normal Business Hours:** 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding any State holidays. After-hours is any time outside these parameters.
  - **ODS:** Office of Driver Services, DFA
  - **OIS:** Office of Information Services, DFA
  - **Operator:** The cashier or other State employee who is operating the Issuance System
  - **OS:** Computer Operating System
  - **RFP:** The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.
  - **Revenue Office:** An office operated by the State and interfacing with the public for the purpose of collecting revenue and providing, among other products, driver services
  - **State:** The State of Arkansas
  - **System:** Unless otherwise clarified in context, the Issuance System
  - **Vendor:** The entity that is submitting a proposal for this contract – used interchangeably with the words "Bidder" or "Offeror" in this document
  - **Workstation:** Unless otherwise clarified in context, the Imaging Capture Workstation

## 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*. Section 1.10)
  - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*. Section 1.11)
  - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*. Section 1.12)
  - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - e. 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*. Section 5)
  - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*. Section 1.21)
  - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*, Section 1.24.)

EO 98-04 Disclosure Form, Vendor's Equal Opportunity Policy, and VPAT **must** be submitted to OSP prior to Anticipation to Award.

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* Section 1.13)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy 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 of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*. Section 1.16)

**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 **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 10/19/2016. Submit written questions by email to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
- For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
  - 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 10/26/2016.
- 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.

### 1.10 **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:
- Additional terms or conditions submitted intentionally or inadvertently
  - Any exception that conflicts with a Requirement of this *Bid Solicitation*

### 1.11 **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.

### 1.12 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor'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*.

### 1.13 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Sheet 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 Price Sheet is provided as a separate excel file posted with this *Bid Solicitation*. The State **will not** be obligated to pay any costs not identified on the Official Price Sheet. Vendor must include all costs relative to the requirements of the RFP in the cost-per-card price.

- B. To allow time to evaluate proposals, prices **must** be valid for at least 180 days following the bid opening.
- C. **The Official 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. Tables 1 and 2 of the Official Price Sheet, require a price. Pricing on Tables 3 and 4 is optional. Pricing on Table 1 will be used in low cost determination. Pricing on Tables 2, 3, and 4 will not be used in low cost determination. Failure to complete and submit the *Official 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.

#### **1.14 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.

#### **1.15 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:
  - 1. The prices in the proposal have been arrived at independently, without collusion.
  - 2. 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.

#### **1.16 PROPRIETARY INFORMATION**

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

#### **1.17 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. *For the purpose of this RFP, vendor may add additional lines as needed for pricing optional card features and optional technology.*
- 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 in 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 services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

#### 1.18 **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.

#### 1.19 **AWARD PROCESS**

##### A. Successful Vendor Selection

The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

##### B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendors. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated. (See Official Price Sheet)
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking vendor. The negotiation process may be repeated until the 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 the 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](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.

**1.20 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 Veteran 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*.

**1.21 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](mailto: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 to have an *EO Policy*, **must** submit a written statement to that effect.

**1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**1.23 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.

**1.24 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The 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.

#### 1.25 **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.

#### 1.26 **TECHNICAL REQUIREMENTS AND RECOMMENDATIONS**

All potential vendors should review all technical specification areas listed for both required technical specifications and recommended technical specifications.

All potential vendors should review all applicable rules, regulations and laws defined and referenced within this document.

#### 1.27 **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.

#### 1.28 **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 SCOPE**

- A. Vendor **shall** provide a secure, web-based, Driver's License/Identification (DL/ID) Card Issuance System that:
1. Collects digital images and demographic information
  2. Interfaces with a web-based system to store and retrieve information
  3. Includes a facial recognition system
  4. Includes all necessary hardware and software products
  5. Includes professional design, development, and customization services
  6. Includes installation, and transition management including training for State employees
  7. Prints a variety of driver's licenses and ID cards for the State of Arkansas
  8. Includes a manufacturer-authorized, standby, service staff whose priority is to respond immediately when calls are received from any of the State's Revenue Offices, or card-issuing locations
  9. Includes regular maintenance and supply of all consumables
  10. Provides disaster recovery solution
- B. The DL/ID card produced by the vendor **shall** be fully compliant with State of Arkansas and Federal statutes including the Real ID Act and applicable regulations.
- C. DL/ID cards **must** meet or exceed all standards contained in American Association of Motor Vehicle Administrator's (AAMVA) Personal Identification Specification. (See link in Section 1.1)

### **2.2 VENDOR QUALIFICATIONS**

- A. Vendor **shall** have had a minimum of three (3) years of experience in these areas:
1. Development, installation, customization and deployment of an over the counter (OTC) Driver's License and Identification Card software solution
  2. Production of DL/ID cards using the same software solution
  3. Development, installation, customization, and deployment of facial recognition software and hardware solution
  4. Disaster recovery for the complete solution
- B. Vendor **must** have successfully installed at least three (3) or more DL/ID Card Issuance Systems for the same or similar services as required in this RFP.
- C. Vendor **shall** have successfully demonstrated at least three (3) years of experience in the production of DL/ID cards with an annual volume, at a minimum, of 1.5 million cards per year.
- D. Vendor **shall** describe its capability to offer the long-term commitment and financial resources necessary to provide the services required by this RFP at the highest level.

- E. The vendor **shall** describe previous or current engagements (of a similar size, nature, and complexity as defined by the RFP requirements) that it has performed within the last three (3) years that demonstrate its capability to perform the service required in this RFP. Vendor **shall** include the following:
1. Contract duration, including dates
  2. Geographic area served and size of system installation
  3. Type of cards produced
  4. Brief written description of the solution provided and the methodology employed
  5. A reference from each previous/current engagement that can be contacted for verification of all data submitted *(include name, title, company name, address, and telephone number)*.
  6. Volume of enrollment and secure card production services operations on a yearly basis
  7. If using subcontractors, provide name, address, and telephone number.
- F. Where it is stated that a vendor **must** meet certain requirements, it **shall** be understood that the requirements apply to the vendor its sub-contractors, and any other third-party which the vendor or its sub-contractors intend to use in performance of the task.

Vendor **must** submit a detailed report of the required key staff by:

1. Name
  2. Proposed position on project team
  3. Relevant experience for each phase of implementation, including:
    - Planning and design
    - Infrastructure design & installation
    - Development, integration testing, and deployment
    - Transition
- G. Prior to Anticipation to Award, the highest ranked vendor **must** conduct a security clearance on all personnel involved in any aspect of the DL/ID Card Issuance System at no additional cost to the State.
- H. The security clearance **must** consist of both State and Federal background checks including:
1. Arkansas Criminal Background check and Federal Background check.

## 2.3 **DEMONSTRATION**

- A. The top three (3) vendors scoring the highest on the Technical Score **must** provide (for demonstration purposes) a representative system that is substantially similar, in its software and hardware solution, to the system described in this RFP at no cost to the State. (Location and time for the solution demonstration will be specified by the State.) Minimum items that **must** be demonstrated:
1. Functionality of all software and hardware components of DL/ID Issuance System and Facial Recognition System.
  2. Security features of the complete Issuance System including the DL/ID card security
  3. Quality
  4. Ease of use
  5. Performance

6. Reliability within the State environment
  7. System innovation
  8. History of innovation
  9. Reporting
- B. Any cost incurred by the vendor for set up and demonstration of the proposed equipment and/or system **shall** be borne solely by the vendor.

**Note:** It **shall** be the discretion of the State who may attend the demonstration.

## 2.4 **ISSUANCE APPLICATION**

- A. Vendor **shall** provide on premise web based DL/ID card issuance application which will be hosted by the State. The issuance application architecture design should include recommended hardware specifications to successfully meet State of Arkansas requirements for performance and capacity. The State will be responsible for network communication between the servers and card issuing locations, and will employ its statewide network for this purpose. Vendor's application **shall** interface with the State back end system to produce different card types.
- B. The application framework **shall** be based on the current Microsoft .Net Framework and utilize a currently supported Microsoft programming language.
- C. Vendor application **shall not** be dependent on any of the following:
1. Java applications or runtime components which cannot be updated with the normal update release cycle of the vendor
  2. Adobe applications or runtime components which cannot be updated with the normal update release cycle of the vendor
  3. Microsoft Office products
- D. The server applications **shall** be supported on all current Microsoft Operating Systems (OS) (64 bit).
1. System **must** run Windows 2012 R2 or higher
- E. The server applications **shall** be supported on all current Microsoft browser platforms and shall allow for these platforms to be updated on the normal vendor update cycle:
1. Internet Explorer 11
  2. Edge Browser
- F. Vendor's server based applications **must** be capable of running in a virtual server hosted environment.
- G. All server based hardware and applications **must** be capable of being monitored from a Microsoft System Center Operations Manager agent installed on each server.
- H. The server based application **must** support updates of all server OS and issuance application from a central update distribution point for the full contract period, including renewals.
- I. The application servers and DL/ID Issuance applications **shall** be exposed to the use of endpoint protection applications as indicated by the State.
- J. Any server based application **must** be integrated with Microsoft Active Directory services for user authentication.
- K. Vendor server based application **shall** be capable of multi-factor authentications.

- L. The State **shall not** be charged a fee for adding or subtracting functionality to the system.

## 2.5 **IMAGE WORKSTATION APPLICATION (IWA)**

The Image Workstation Application (IWA) **shall** be the primary graphical user interface for users in the process that ultimately produces the card credential. The IWA **shall** meet these minimum requirements:

- A. The application framework for the image application **shall** be based on the current Microsoft .Net Framework and utilize a currently supported Microsoft programming language.
- B. The application **must** be 100% web based, with no need for a local client or agent.
- C. Vendor application **shall not** be dependent on any of the following:
  - 1. Java applications or runtime components which cannot be updated with the normal update release cycle of the vendor
  - 2. Adobe applications or runtime components which cannot be updated with the normal update release cycle of the vendor
  - 3. Microsoft Office products
- D. Vendor application **shall** be supported on all current Microsoft Operating Systems (OS) (64 bit), including but not limited to the following:
  - 1. Windows 7 Enterprise Edition
  - 2. Windows 10 Enterprise Edition (Very Highly Recommended)
- E. The server applications **shall** be supported on all current Microsoft Browser platforms, and **shall** allow for these platforms to be updated on the normal vendor update cycle:
  - 1. Internet Explorer 11
  - 2. Edge Browser (Very Highly Recommended)
- F. Vendor application **must** be able to report the current version of the image application.
- G. Vendor application workstation **must** support a monitoring agent from Microsoft System Center Configuration Manager.
- H. Vendor application **must** support updates of the workstation OS and image application from a central update distribution point.
- I. Vendor application workstation and DL/ID image application **must** support the use of Microsoft Defender software on the workstation.
- J. Vendor application **must** be integrated with Microsoft Active Directory services for user authentication.
- K. Vendor application **must** be capable of multi-factor authentications.
- L. Imaging Capture Workstation Application **shall** capture a digital image in color of applicant's full facial head and shoulders. Digital image **shall** be sufficiently detailed to allow facial recognition software to perform comparison between the most recent captured image to the previous image on the customer account during the issuance of DL/ID card.

## 2.6 DATA INTEGRITY

- A. The Issuance Application workstation, web host, and application servers **shall not** store any personally identifiable applicant information or driver's license information for any time longer than necessary in order to issue a card.
- B. All log files that may contain transactional data that could contain personally identifiable data or demographic data related to the transaction **shall** be encrypted using AES-256.
- C. All data being transmitted **shall** be encrypted and all stored data **shall** be encrypted at rest. Encrypting shall be done with AES-256.

## 2.7 DISASTER RECOVERY

Vendor **must** demonstrate and implement the Disaster Recovery Plan (DRP) for the complete solution.

- A. DFA will evaluate the vendor DRP and actual implementation at two points prior to production implementation:
  - 1. During final testing phase prior to the initial pilot
  - 2. During the initial pilot
- B. DFA will evaluate and test the vendor DRP during testing by requesting that the vendor completely fail over all test/production systems to Disaster Recovery (DR) systems. DFA does not have to give advance notice for these requests. Any changes made to the production environment **must** have a demonstrated way to be replicated in the vendor DR environment and **must** have a way for testing to be verified.
- C. Vendor's DRP **shall** require the review and approval of DFA OIS IT staff.
  - 1. DFA will evaluate capability of DRP through testing the ability of the DR system(s) to replicate all DL/ID Issuance functions that are currently available to agency users in the system being tested.
  - 2. DFA will evaluate quality of DRP through testing the ability of the DR system(s) to replicate all currently available DL/ID Issuance functions without any degradation of service.
- D. Vendor's DRP solution **shall** be tested annually according to the rules and regulations of DFA Risk Management.
  - 1. All DR testing will be coordinated between the vendor and the DFA OIS Risk Management Office. The OIS Risk Management Office will also coordinate all parties involved to implement DR test plans and timing.

## 2.8 NETWORK CONNECTIVITY/BANDWIDTH

- A. DFA will provide network connectivity for the application.
- B. Availability of bandwidth in DFA Revenue location will vary.
  - 1. All considerations **shall** be made to minimize the bandwidth needed by the application in each phase of the DL/ID Issuance process as availability of total bandwidth varies between DFA Revenue locations.

Vendor **shall** utilize data circuits in testing that can simulate that of a T1 data circuit configuration to determine performance metrics that may be seen in some agency revenue locations.

- 2. There **shall not** be dedicated bandwidth allocated for the DL/ID issuance application.

## 2.9 WEB SERVICES REQUIREMENTS

- A. For printing DL/ID cards the issuance application **must** interface with the Host System (AIRS System) via web service utilizing XML (Extensible Markup Language), SOAP (Simple Object Access Protocol), Standard WSDL (Web Services Description Language) as well as REST (Representational State Transfer) to transmit DL/ID card data in and out of the system. This allows for platform-independent communication between the Host and Issuance application system.

- B. The Issuance application system **must** be capable of consuming Host System web services which will be hosted utilizing SSL (Secure Socket Layer) which will provide encryption of the information while in transit between the two systems.
- C. The Issuance application system **shall** be able to host their web service over SSL also. The Issuance System **must** be and remain throughout the contract period 100% compatible with the Host System and data transmission processes as outlined in this document.
- D. The State will be responsible for the Host System storage and retrieval processes for the image files.

## 2.10 **IMAGE CAPTURE WORKSTATION**

- A. Image Capture Workstation (ICW) **shall** be able to fit within a 4 foot long by 2 foot deep flat surface area.
- B. The Image Capture Workstation **shall** consist of the following:
  - 1. Small Form Factor Computer
  - 2. USB Keyboard and Mouse
  - 3. Flat Panel LCD Monitors, two (2) for Each Workstation, (Minimum 19" to Maximum 22")
  - 4. Universal Power Supply with Uninterruptible Power Backup
  - 5. Image Capture Camera
  - 6. Signature Pad
  - 7. Card Issuance Printer
    - The Vendor **shall** initially supply a total of 173 printers, which represents the current count of printers installed in DL/ID card issuing locations, including multiple printers in certain selected offices.
    - The above count does not include spares that the Vendor may choose to keep on hand in order to provide the required support.
  - 8. Photo Backdrop
- C. Workstation components **must** be separated from each other to accommodate space limits.
- D. ICW components **shall** be Energy Star certified, when optional.
- E. Image Capture Workstation operating system **shall** be 64 bit Windows 10 Enterprise Edition.
- F. Uninterruptible Power Supply (UPS) battery backup **shall** support the image capture workstation for up to 15 minutes.
- G. Monitor resolutions **shall** support application needs, with a minimum of 1280x1024 pixels.
- H. Vendor **must** provide photo backdrop, for each issuance location, of sufficient size to provide full coverage of the background of a photograph taken of the applicant that meets the standards.

## 2.11 **IMAGE CAPTURE CAMERA REQUIREMENTS**

- A. Vendor **shall** review ISO/IEC 19794-5:2011(E) Information technology--Biometric Data Interchange Formats--Part 5: Face Image Data for specific guidelines for facial imaging. Vendor **must** meet these standards.

This is the link: [http://www.iso.org/iso/catalogue\\_detail.htm?csnumber=50867](http://www.iso.org/iso/catalogue_detail.htm?csnumber=50867)
- B. The State will assess, and visually validate that vendor meets requirements of the standards.
- C. The image capture camera **must** include, but not be limited to the following:

1. Full Frontal image capture
2. Projectable light source that **shall** render a clear and concise image, and **must not** depict shadows or hot spots
3. Resolution, that generates facial features, which includes complete visibility of pupils and iris
4. Elevation and zoom adjustment capabilities, automatically or physically, that **shall** allow the subject's image to be properly centered and sized
5. Automatic focus capable of focusing on subjects no further than 72 inches away
6. Image capture capable of capturing images of applicants between heights of 12 to 81 inches

D. Due to space limitations, smaller camera size is preferable.

#### **2.12 DATA CONVERSION PLAN**

Vendor **shall** develop a proposed comprehensive customer image and data conversion plan for processing existing State files to create the initial Facial Recognition System database.

#### **2.13 FACIAL RECOGNITION REQUIREMENTS**

- A. For Facial Recognition Solution (FRS) the Host System **shall** send daily customer images produced by the Issuance System as a batch file to FRS to compare and perform facial recognition process.
- B. Vendor **must** provide mechanism to compare the most recent captured image to all the images in Arkansas Image Database and all the images on that record.
- C. Facial Recognition solution **must** provide capability to search by demographics.
- D. The system **must** provide, but not be limited to, the following investigatory tools:
  1. Gridlines
  2. Image flipping
  3. Imaging overlay
  4. Split screens
  5. Signature enlarging
  6. Enrollment of law enforcement photos
  7. Super imposing of images

#### **2.14 SIGNATURE CAPTURE**

Signatures **must** be captured and stored according to the American Association of Motor Vehicle Administrators' standards.

#### **2.15 CARD ISSUANCE AND CARD DESIGNS**

- A. Due to space limitations, smaller printer size is preferable.
  1. The printer **must** print the finished cards, within two (2) minutes, in a single-step process and **must not** require operator intervention other than initiation.
  2. Operator maintenance, (such as replacing laminates, or loading cards), on the recommended printer **must** be minimal.



- B. **Training:** Vendor **shall** describe the operator training that will be provided for the card issuance system.

List, at a minimum, detailed descriptions of:

1. Type of training
  2. What the training will consist of
  3. Books, pamphlets, other training materials, etc. that will be provided
  4. Where the training will be conducted
  5. When the training will be conducted
  6. Who will conduct the training
- C. Vendor **shall** provide design services for the card types and implement those designs. Card design templates **must** follow AMMVA standards and **must** be approved by DFA Revenue Office of Driver Services before implementation.
- D. The State **shall** be able to order a new card type, or modify the design of any card type, at any time with no additional cost to the State.

#### 2.16 **AUTHORIZED USE**

- A. An operator **must** not be able to perform any action for which the operator is not authorized, or for which that particular workstation is not authorized.
- B. The Issuance System **shall** be configurable to lock out an operator after a State-assigned number of failed attempts to log in.
- C. The Issuance System **shall** not be capable of printing cards if printer and Issuance System is not physically located in a State office. (Example: operator required dongle or other similar functioning security technology.)
- D. The Issuance System **shall** provide a detailed report of all security violations or attempts to gain access to the system.

#### 2.17 **IMAGE DELIVERY APPLICATION**

- A. Vendor **must** supply a web based Image Delivery Application (IDA) that provides access only for authorized operators.
- B. Operators **shall** have access which allows them to obtain details of the card information and color images of the front and back of the card issued by the system, as well as display the signature and oaths accepted by the customer.

#### 2.18 **SOFTWARE UPDATES**

Vendor **shall** provide any software changes and/or updates to implement Federal or State required changes during the contract period. Changes and/or updates must comply with State or Federal implementation deadlines at no additional cost to the State.

#### 2.19 **TECHNICAL AND TRAINING DOCUMENTATION**

Vendor **shall** provide three (3) sets of system hardware and software technical documentation for all proposed equipment.

#### 2.20 **TRAINING**

- A. Vendor **shall** provide all training materials and training for employee use of the System at all State locations where the DL/ID Card Issuance System is installed.
- B. Vendor **shall** be responsible for providing a continuing education program for the duration of the contract.

**2.21 INVENTORY**

- A. Vendor **must** supply an automated inventory control system that monitors inventory (consumables used by the system on a daily basis) levels at each location and automatically generates resupply orders when inventory reaches certain levels established by the State.
- B. Vendor **must** provide a bar code scanning device, if required to scan the inventory barcode, for each card issuing location Statewide.
- C. Vendor **must** supply all the required consumables, for each card issuing location Statewide, for the DL/ID Card Issuance System to work efficiently during the full contract period.
- D. System **shall** require operators to manually indicate, to the inventory control system, when they use particular consumables, such as changing a ribbon in the printer.
- E. Vendor **shall** provide an inventory tracking system that will ensure accurate inventory reconciliation.

**2.22 PHYSICAL CARD REQUIREMENTS**

- A. Card **shall** be designed and fabricated to maintain full durability with no degradation for a period of nine (9) years.
- B. Physical integrity of the cards **must** remain intact under conditions of strenuous wear and tear.
- C. Digitized image **must** not deteriorate or discolor during the nine (9) year life of the card.
- D. Printed matter on card **shall not** deteriorate or become illegible during the nine (9) year life of the card.

**2.23 CARD SECURITY REQUIREMENTS**

- A. Card **must** meet all the requirements of the REAL ID Act of 2005 and the 2016 AAMVA DL/ID Card Design Standard. At a minimum, the card **shall** include four (4) families of security features listed below and address the three (3) levels of security. At least one Level three (3) security feature (forensic level) is required.

Card security features **shall** include, but not limited to the following:

AAMVA families of security features – (For details see link under section 1.1)

- 1. Card Body Design – One (1) Mandatory feature and two (2) Optional features
- 2. Security design, resistant to reproduction – Two (2) Mandatory features and three (3) Optional features
- 3. Security Inks/pigments – One (1) Mandatory feature and two (2) Optional features
- 4. Protecting personalized data – Four (4) Mandatory features and one (1) Optional feature, preferably an optically variable element or other equivalent device

AAMVA levels of security – (For details see link under section 1.1)

Level 1 - Examination without tools or aids that involves easily identifiable visual or tactile features for rapid inspection at points of usage.

Level 2 – Examination requires the use of a tool or instrument (e.g., UV light, magnifying glass, or scanner) to discern.

Level 3 – Examination done at a forensic level and not specifically addressed by this standard. **Card must contain at least one (1) Level 3 security feature.**

- B. In good faith, the State plans to use the same original card during the initial three (3) year term of the contract. However, the State reserves the right to change the optional security features on the card at no charge or at a negotiated price.

- C. Card **must not** be able to be photographically reproduced
- D. Card **must** be able to prove authenticity by the State, law enforcement, or others, for security reasons to determine if the card has been altered or is counterfeited.
- E. The physical integrity of the card **must** remain intact under conditions of strenuous wear and tear for a period of at least nine (9) years.

## 2.24 **REAL ID REQUIREMENTS**

- A. Vendor **must** provide the State with a Design Security Features Report to be submitted to the U.S. Department of Homeland Security.
- B. Report **shall** address the ability of the card to resist forgery and counterfeiting as required by the REAL ID Act.
- C. DL/ID Card Issuance System **must** also be able to produce both REAL ID and non-REAL ID cards at each issuance location.

## 2.25 **IMPLEMENTATION PLAN**

The Vendor **shall** include a proposed transition plan (including a project timeline and installation schedule) with their RFP response. The transition plan (including a project timeline and installation schedule) **shall** provide for:

- A. Issuance System requirements gathering
- B. System design and development
- C. Installation and testing of the system
- D. A timeline on delivery of card and printer consumables

## 2.26 **TESTING AND ACCEPTANCE – PILOT PROGRAM**

- A. Vendor **shall** deliver and install one (1) complete Card Issuance System, together with all necessary supplies to the State.
- B. Delivery **must** be made at least 90 days prior to the date which product delivery and deployment is scheduled to commence.
- C. The complete test Issuance workstation system will be installed at Arkansas Integrated Revenue System (AIRS) service center at 501 Woodlane Ave, Suite #320S, Little Rock, AR 72201 and the supporting Imaging System infrastructure hardware will be located in a State owned facility.
- D. Vendor **shall** develop a Pilot Program Plan to be completed no less than 30 days prior to the delivery of the Pilot Program Systems.
- E. Pilot Program **must** be reviewed and approved by the State prior to shipment of Pilot Program Systems.
- F. Vendor **shall** install the Pilot System in a selected revenue office (to be determined at a later date) and test the pilot on one of the workstations (other workstations will be added as needed).
- G. State reserves the right to accept or reject the test results.
- H. ANSI NCITS 322 Test report - The manufacturer **must** have an existing ANSI NCITS 322 test report from an independent testing laboratory for the same type of printing system (printer plus laminator) being quoted to the State. A copy of the report **must** be submitted by the selected vendor.

## 2.27 **MAINTENANCE & SERVICE**

- A. The Vendor **must** submit a plan for preventative maintenance and service on the Card Issuance System. These areas should be discussed as part of the plan:
  - 1. Tech Support

## 2. Periodic System Maintenance

## 3. Repair Service

Infrequently, the State will require an after-hours service support staff. In those situations, the State will give advance notice.

Normal business hours are: 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding any State holidays. After-hours is any time outside these parameters.

**Add the cost-per-hour price for After-Hours Service Pricing on Table 2 of Official Price Sheet. This will not be used in low cost determination.**

## 4. Warranty

## 5. Transition at End of Contract

## 6. Customization

## 7. Samples

- B. The awarded vendor **must** provide a Toll-Free Assistance line or allow for collect calls to be accepted Monday thru Friday, five (5) days per week, between the hours of 7:00 A.M. and 6:00 P.M. (CST). Technically knowledgeable personnel **must** be available during these hours to answer questions and to provide assistance to State staff.

**2.28 REPORTING**

- A. Vendor **shall** submit the following monthly status reports on or before the fourteenth (14th) day of each month:

## 1. Services Repair items open during the previous month.

- List all requests made during the previous month related to the Image Application Workstation (IWA) and Issuance Application.

Report **shall** include:

- i. Description of the item (laminator, camera, printer, monitor, workstation PC, signature pad, consumables, facial recognition, application, UPS, keyboard, mouse and others)
- ii. Time repair request was made and duration to repair
- iii. Indication whether this is a repeated issue
- iv. Status of the request if not resolved during the previous month.
- v. All these above items must be grouped by card issuing location.

- B. Reporting requirements can be determined during contract negotiations or after award as required by the State.

C. System Availability/Uptime Report

Indicate system availability/uptime during the previous month including response times between the user requests and the applications.

1. Include any narratives related to system downtime or performance degradation that will outline the cause of the outage/degradation and determine if the issue was related to the AIRS application or due to network or other DFA IT infrastructure problems outside the control of the vendor.
2. Include details related to database server performance, identified database issues, and database related application issues. Details should determine if the issue was related to the AIRS application or due to network or other DFA IT infrastructure problems outside the control of the vendor.

D. Card Issuance Report

1. List of cards issued by each location indicating number of cards generated by the system.
2. The report **shall** include a count of cards issued and not issued.

3. Cards not issued **must** be defined as to reason for not being issued, including errors, defects, equipment failure.

## 2.29 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The Performance Standards in Figure 1, listed below, 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.

**Figure 1: Performance Standards**

Service Criteria	Acceptable Performance	Compensation / Damages
Image Capture Workstation (ICW)	<p>During the term of the contract, vendor <b>must</b> respond to and completely repair any defects with hardware, and/or configuration at NO additional cost to the State, within four (4) work hours of its being reported at any location, except in twenty six (26) Voluntary Enhanced Security DL/ID (REAL ID) locations vendor <b>must</b> fix within two (2) work hours of its being reported. Current normal office hours are 7:00 am to 6:00 pm CT on weekdays, excluding State holidays.</p> <p>Compliance will be measured based on review of the Service Repair Items report.</p>	<p>This schedule applies to failure to comply at each individual office location; independent of failures to comply at any other office location. Failure rates:</p> <ul style="list-style-type: none"> <li>• First occurrence at any particular office - \$500</li> <li>• Second occurrence at the same office - \$750</li> <li>• Third or subsequent occurrence at the same office - \$1000</li> </ul> <p><i>May result in below standard rating on Vendor Performance Report.</i></p>
Imaging System	<p>The application <b>shall</b> maintain an uptime (be operationally available) for 98% of normal business hours. Compliance will be measured based on review of the System Availability report.</p> <p>During the term of the contract, parts, repair, and service to IWA will be at NO additional cost to the State.</p>	<p>Percentage availability at 97% will result in 2% reduction of Monthly Invoiced amount.</p> <ul style="list-style-type: none"> <li>• 96% - 3% of Monthly Total Cost</li> </ul> <p>An additional 1% per month per percentage below.</p> <p>Below 75% may be grounds for contract termination</p>
Card Issuance	<p>Vendor's application and issuance of cards <b>shall</b> produce cards that are delivered to a customer free of errors or defect. Application/Equipment <b>must</b> have a successful issuance rate of 98%. Compliance will be measured based on review of the Card Issuance report.</p> <p>During the term of the contract, parts, repair, and service to Card Issuance Systems will be at NO additional cost to the State.</p>	<p>State will only pay for cards that were successfully printed and issued.</p> <p>Issuance success rate at 97% will result in 2% reduction of Monthly Invoiced amount.</p> <ul style="list-style-type: none"> <li>• 96% - 3% of Monthly Total Cost</li> </ul> <p>An additional 1% per month per percentage below.</p> <p>Below 75% may be grounds for contract termination</p>

**2.30 NEW TECHNOLOGY**

The State is interested in obtaining an option for emerging or future technology related to Driver's License/ID Card Issuance Systems. Examples: mobile driver's license application, mobile identification/verification application, optical scan/read authentication, digital ID, or any other new technology offered to improve driver's license customer service.

**Add the cost-per-card price for Optional New Technology on Table 3 of the Official Price Sheet. This will not be used in low cost determination.**

Throughout the term of this contract the State **shall** have the right to add or remove any services or commodities offered by the vendor under the scope of this contract. These services/commodities may be existing optional services/commodities as offered in the vendor's proposal, or they may be newly created services/commodities based on improving technology or complying with Federal or State mandates which fall under the scope of work.

Pricing for any of these services/commodities, which are not already submitted on the Official Price Sheet, **shall** be negotiated if/when they are added; **shall** be consistent with current contract pricing for similar services/commodities; and **shall** be agreed upon in writing between agency and vendor prior to implementation of the service.

## **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*.
  1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
  2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
  3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
  4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
  5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *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.
  3. The three vendors with the top Technical Subtotal scores after the completion of the technical proposal evaluation will be contacted to schedule a demonstration.



Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 General Information	20	1	8
E.2 History and Organization	10	1	8
E.3 Qualifications, Experience and Personnel	45	20	160
E.4 Technology Requirements	10	5	40
E.5 Image Capture Workstation	5	5	40
E.6 Data Conversion Plan	5	5	40
E.7 Functional Requirements	20	8	64
E.8 Security and Privacy	35	5	40
E.9 Maintainability	15	8	64
E.10 Supplies / Inventory	10	7	56
E.11 Service Support	20	8	64
E.12 Training	25	7	56
E.13 Testing and Acceptance – Pilot Program	5	7	56
E.14 Reporting	10	4	32
E.15 New Technology	10	5	40
<b>Technical Score Subtotal</b>	<b>245</b>		

Demonstration	5
<b>Technical Score Total</b>	<b>250</b>

4	32
<b>100.0%</b>	<b>800</b>

\*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)*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
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- E. Vendor'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 300 may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

**3.2 COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest cost-per-card price as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score. Section 3.3)
- 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 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	800
Cost	200
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

**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:
- Department of Finance and Administration  
Administrative Services  
P.O. Box 2485  
Little Rock, AR 72203
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of 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 deinstallation.
  - 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.
- B. 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 \$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 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 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.
- E. Prior to contract renewal, the agency will have the right to negotiate with the vendor regarding technical upgrades to the DL/ID Card Issuance System and price adjustments related to the upgrades.
  - Technical Upgrade refers to any update/revision/upgrade of any hardware component or software that is utilized to form the issuance system solution, disaster recovery solution, or facial recognition solution.
  - Technical Upgrade also refers to any update/revision/upgrade of any issuance application dependent components within the web, application or data tiers that is utilized to form the issuance application.

**4.7 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.

**4.8 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.

**4.9 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.
- C. In the event of contract cancellation, costs incurred for removing hardware, and other vendor components in revenue offices, or card issuance locations, shall be borne by the vendor.

**4.10 SEVERABILITY**

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