



State of Arkansas
Bureau of
Legislative Research

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REQUEST FOR PROPOSAL

RFP Number: BLR-180001	
Commodity: Publishing and Editing of Statutory Materials Services	Proposal Opening Date: March 15, 2018
Date: February 15, 2018	Proposal Opening Time: 4:00 P.M. CST

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-170004. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane Street, State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: thayerj@blr.arkansas.gov	
TELEPHONE: (501) 682-1937	

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Identification:

Federal Employer ID Number

Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY
RESULT IN PROPOSAL REJECTION**

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

GENERAL DESCRIPTION:	Publishing and Editing of Statutory Materials Services
TYPE OF CONTRACT:	Term

MINORITY BUSINESS POLICY

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy. EO Policies shall be submitted in hard copy and electronic format to the Director of the Bureau of Legislative Research accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to solicitations issued by the Bureau of Legislative Research. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

EMPLOYMENT OF ILLEGAL IMMIGRANTS

The Vendor shall certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify on the Proposal Signature Page and online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> . Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract boycott Israel.

DISCLOSURE FORMS

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

SECTION I. GENERAL INFORMATION

1.0 INTRODUCTION

The purpose of this Request For Proposal ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide publishing and editing of statutory materials services for the Arkansas Code Revision Commission (the "Commission") and the Bureau of Legislative Research ("BLR").

The Commission and the BLR intend to execute one contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the Commission and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals.

1.1 ISSUING AGENCY

This RFP is issued by the BLR for the Commission. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the Director of the BLR's Legal Counsel, Jillian Thayer, thayerj@blr.arkansas.gov. Questions regarding technical information or clarification should be addressed in the same manner.

1.2 SCHEDULE OF EVENTS

- Release RFP February 15, 2018
- Deadline for submission of questions March 8, 2018
- Closing for receipt of proposals and opening of proposals March 15, 2018 at 4:00 p.m. CST
- Evaluation of proposals by BLR March 15, 2018 to March 28, 2018
- Proposals released to Commission March 29, 2018
- Selection of Vendors to make Oral Presentations To Be Announced by Commission
- Oral Presentations/Intent to Award To Be Announced by Commission
- Approval of draft contract by the Executive Subcommittee of the Legislative Council April 19, 2018
- Approval of final contract by the Legislative Council April 20, 2018
- Contract Execution/Contract Start Date Upon approval of the Legislative Council

Proposals are due no later than the date and time listed on Page 1 of the RFP.

1.3 **CAUTION TO VENDORS**

- Vendors shall not contact members of the Commission or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. ***Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Commission.***
- **Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response.** (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
 - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
 - b. Twenty-five (25) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 25 copies of the original proposal.); and
 - c. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.
- If emailing electronic versions, send to Jillian Thayer at thayerj@blr.arkansas.gov .
- **Pricing from the Official Proposal Price Sheet, attached as Attachment A, must be separately sealed and submitted from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed and submitted separately from the electronic version of the proposal and, if submitted via e-mail, the e-mail must clearly state that the attachment contains pricing information.** Failure to submit the required number of copies with the proposal may be cause for rejection.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.
- All official documents shall be included as part of the resultant Contract.
- The Commission reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the Commission to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
 - b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
 - c. Failure to supply Vendor references;
 - d. Failure to sign the original proposal and the Official Proposal Price Sheet;

- e. Failure to complete and sign the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal;
- f. Any wording by the Vendor in its response to this RFP, or in subsequent correspondence, that conflicts with or takes exception to a requirement in the RFP; or
- g. Failure of any proposed services to meet or exceed the specifications.

1.4 RFP FORMAT

Any statement in this document that contains the word “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the BLR. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document’s written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor’s response may be declared non-responsive, and the response shall not be considered.

1.6 REQUIREMENT OF AMENDMENT

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

1.7 RFP QUESTIONS

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer *via email only* at thayerj@blr.arkansas.gov. Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

1.8 SEALED PRICES/COST

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response or submitted in a separate e-mail. An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) and e-mail as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal and submitted on CD, flash drive, or in a separate e-mail. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

1.9 PROPRIETARY INFORMATION

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Commission, shall be open to public inspection pursuant to the Arkansas Freedom of Information Act, §

25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Commission members.***

1.10 DELIVERY OF RESPONSE DOCUMENTS

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

1.11 BID EVALUATION

The Commission will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Commission.

1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

The Commission will select a small group of Vendors from among the proposals submitted to attend a meeting of the Commission to answer questions and to make oral and written presentations to the Commission. All presentations are subject to be recorded.

The Successful Vendor selected by the Commission shall attend the April 19, 2018 meeting of the Executive Subcommittee of the Legislative Council and the April 20, 2018 meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract.

1.13 INTENT TO AWARD

After complete evaluation of the proposal, the intent to award will be announced at the April 2018, meeting of the Commission. The date of this meeting will be announced by the Commission at least one week prior. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Commission reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

1.14 APPEALS

A Vendor who is aggrieved in connection with the award of a contract may protest to the Executive Subcommittee of the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor involved and reasonable opportunity for the protestor to respond to the protest issues cited by the Executive Subcommittee, the Arkansas Legislative Council, or the Joint Budget Committee if the Arkansas General Assembly is in session, shall promptly issue a decision in writing that states the reasons for the action taken. The Arkansas Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

1.15 PAST PERFORMANCE

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the Bureau of Legislative Research with the Vendor's RFP response. Documentation shall be in the form of a report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

1.16 TYPE OF CONTRACT

This will be a term contract consisting of an initial contract term of seven (7) years, with an option for two (2) automatic renewals of up to seven (7) years per renewal term, for a maximum possible contract term of twenty-one (21) years. The Commission and the BLR will have the option to renegotiate at the time of renewal.

1.17 PAYMENT AND INVOICE PROVISIONS

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Legal Counsel to the Director, at thayerj@blr.arkansas.gov.

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR'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.

1.18 PRIME CONTRACTOR RESPONSIBILITY

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

1.19 DELEGATION AND/OR ASSIGNMENT

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commission. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the Commission, has given written consent to the delegation.

1.20 CONDITIONS OF CONTRACT

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify and save harmless the BLR, the Commission, the Arkansas Legislative Council, the Arkansas General Assembly, and the State of Arkansas and all of their officers, representatives, agents, and employees

against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

1.21 STATEMENT OF LIABILITY

The BLR and the Commission will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official. At no time will the BLR or the Commission be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the Commission and its members, the Arkansas Legislative Council and its members, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Commission, the Arkansas Legislative Council, or the Arkansas General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

1.22 AWARD RESPONSIBILITY

The BLR and the Commission will be responsible for award and administration of any resulting contract(s).

1.23 INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to 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.

1.24 PUBLICITY

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR, as authorized by the Commission chair. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's, the Commission's, the Arkansas Legislative Council's, or the Arkansas General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR and the Commission in each instance.

1.25 CONFIDENTIALITY

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or

entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

1.26 PROPOSAL TENURE

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

1.27 WARRANTIES

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

1.28 CONTRACT TERMINATION

Subsequent to award and execution of the Contract, the Commission and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Commission.

1.29 VENDOR QUALIFICATIONS

The Successful Vendor must, upon request of the Commission, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Commission reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the Commission;
- Be authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

1.30 NEGOTIATIONS

As provided in this RFP, discussions may be conducted by the Commission and the BLR with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

1.31 LICENSES AND PERMITS

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

1.32 OWNERSHIP OF MATERIALS & COPYRIGHT

All data, material, and documentation prepared for the Commission pursuant to the Contract shall belong exclusively to the Commission. The Successful Vendor shall register the copyright claim in all materials in

the Arkansas Code of 1987 Annotated (the "A.C.A."), Official Edition, and all supplements and revisions to it, including the indices, tables, commentaries, and Court Rules volumes, and shall register the copyright claim in all materials contained in any electronic format or database prepared by the Successful Vendor pursuant to the resulting Contract, on behalf and in the name of the Commission as copyright owner by making the necessary notices required by statute and performing any other acts necessary to register the copyright claims reserved to the Commission.

The Arkansas Code of 1987 Annotated, Official Edition, and all supplements and revisions to it, including the indices, tables, commentaries, and Court Rules volumes, are works made for hire and the Commission owns and retains all rights appraised in the copyrights therein and owns and retains all rights appraised in the copyright in any electronic format or database prepared by the Successful Vendor pursuant to any resultant Contract.

SECTION 2. OVERVIEW

2.0 PUBLISHING AND EDITING OF STATUTORY MATERIALS OVERVIEW AND OBJECTIVES

This RFP is seeking proposals to result in a term contract for the publication, editorial revision, and upkeep of the laws of the State of Arkansas of a general and permanent nature, along with annotations, editor's notes, histories, indices and the supplements and upkeep services to the Arkansas Code of 1987 Annotated, Official Edition (the "A.C.A"), as specified below in both printed and electronic form and for the marketing and sale of the A.C.A. The proposals in response to this RFP shall be for both the printed and electronic form produced together. In other words, one proposal shall be made for the printed and electronic publication of the A.C.A.

SECTION 3. PUBLISHING AND EDITING OF STATUTORY MATERIALS SERVICES

3.0 SCOPE OF WORK/SPECIFICATIONS The Vendor's proposal shall include provision of the following scope of work to the Commission:

- **Arkansas Code of 1987 Annotated, Official Edition.** The Arkansas Code of 1987 Annotated, Official Edition, presently consists of:
 1. Fifty (50) volumes, containing the law of a general and permanent nature in 28 titles;
 2. One (1) Constitutions volume, containing the following: the United States Constitution with amendments; the Arkansas Constitution of 1874, with amendments, The Arkansas Constitution of 1836, with amendments; the Arkansas Constitution of 1861; the Arkansas Constitution of 1864; and the Arkansas Constitution of 1868; the Louisiana Cession Treaty of 1803; selected parts of the Act of Admission, 1836; the supplementary compact to the Act of Admission, 1836; the State of Arkansas' acceptance of the 1836 supplementary compact; the 1847 Amendment to the second subdivision of the 1836 supplementary compact; the 1846 Amendment to the fifth subdivision of the 1836 supplementary compact; the federal enactments settling certain boundary lines of the State of Arkansas, including, between Arkansas and Missouri, Act of February 15, 1848 (see 9 Stat. 211, ch. 10), between Arkansas and Indian country, Act of March 3, 1875 (see 18 Stat. 476, ch. 140), between Arkansas and Indian Territory, Act of February 10, 1905 (see 33 Stat. 714, ch. 571), and between Arkansas and Tennessee, Act of February 4, 1909 (see 35 Stat. 1163, Res. 7); various federal land grant acts, including, University and Seminary Land (1827), Act of March 2, 1827 (See 4 Stat. 235, ch. 53), Public Building in Little Rock (1831), Act of March 2, 1831 (see 4 Stat. 473, ch. 67), Courthouse and Jail in Little Rock (1832), Act of June 15, 1832 (see 4 Stat. 531, ch. 129), Public Building in Little Rock (1832), Act of July 4, 1832 (see 4 Stat. 563, ch. 172), selected provisions of Internal Improvement Lands, 1841, Act of Sept. 4, 1841 (see 5 Stat. 455, ch. 16, §§ 8, 9), Governor's Power under 1841 Act (1842), Act of March 19, 1842 (see 5 Stat. 471, ch. 8), Sale of School Lands (1843), Act of Feb. 15, 1843 (see 5 Stat. 600, ch. 33), and Swamp Lands

(1850), Act of Sept. 28, 1850 (see 9 Stat. 519, ch. 84); various federal railroad land grant acts, including, Act of February 9, 1853 (see 10 Stat. 155, ch. 59), Act of July 4, 1866 (see 14 Stat. 83, ch. 165), Act of July 28, 1866 (see 14 Stat. 338, ch. 300), Act of April 10, 1869 (see 16 Stat. 46, ch. 26), Act of March 8, 1870 (see 16 Stat. 76, ch. 25), and Act of May 6, 1870 (see 16 Stat. 376, J.R. No. 53); the Admission of State to Representation in Congress (1868), Act of June 22, 1868 (see 15 Stat. 72, ch. 69); and certain federal laws concerning authentication, including, 28 U.S.C. §§ 1733, 1738, 1739, 1741, and 43 U.S.C. § 18;

3. Three (3) General Index volumes;
 4. Two (2) Tables volumes;
 5. Two (2) Commentaries volumes; and
 6. Two (2) Court Rules volumes.
- **Vendor's Responsibilities.** The bound volumes, replacement volumes, supplements, and advance code services of the Arkansas Code of 1987 Annotated, Official Edition, ("A.C.A.") shall be printed and bound according to standards and specifications as decided by the Commission in consultation with the Successful Vendor. The format of the Successful Vendor's printed version and the style in which it is printed, including, but not limited to, its size, typeface, grade of paper, and binding, shall be in a manner that facilitates its use and presents the laws in an accurate and readable manner. The Successful Vendor shall consult and reach an agreement with the Commission before altering the existing format and style of the present printed version of the A.C.A. The layout of the text of the statutes in the Successful Vendor's printed version shall conform to the layout in the A.C.A., unless otherwise authorized the Commission.

The Successful Vendor shall prepare the annotations, indices, and other editorial work contained in the A.C.A., subject to the review and approval of the Commission. The Successful Vendor shall provide the texts of all items included in the Constitutions volume as set out above.

- **Supplements and Replacement Volumes.** The Successful Vendor shall prepare after each regular legislative session an annotated cumulative supplement to the A.C.A., in pocket part or stand-alone pamphlet form for all current volumes, including the Tables volumes, and a new set of General Index volumes, except for any volumes to be replaced within thirty (30) days after shipment of the supplements.
- **Advance Code Service.** The Successful Vendor shall provide an Advance Code Service for the A.C.A., in formats and frequencies as approved by the Commission to be sold to customers at prices to be determined by the Commission upon recommendation of the Successful Vendor. The Advance Code Service shall include all acts of a general and permanent nature enacted by the Arkansas General Assembly during every extraordinary legislative session occurring after the last regular legislative session included in the cumulative supplement or replacement volumes unless the acts of the extraordinary legislative session were included in the cumulative supplement or replacement volumes and any corrections identified by the Commission.
- **Arkansas Code of 1987 Annotated, Official Edition, Electronic Format(s), and Arkansas Code of 1987, Unannotated Version, On-line Access.**
 1. **Arkansas Code of 1987 Annotated, Official Edition, Electronic Format(s).** The Successful Vendor shall produce and sell to the public in one or more electronic formats approved by the Commission the A.C.A., including Opinions of the Arkansas Attorney General, Arkansas Court Rules, and Arkansas-reported judicial decisions, with periodic updates as determined by the Arkansas Code Revision Commission.
 2. **On-line Access to the Arkansas Code of 1987 Unannotated Version.** The Successful Vendor shall provide on-line access to the Arkansas Code of 1987, Unannotated Version, accessible through

the official website of the Arkansas General Assembly, as run by the BLR, without charge to the State of Arkansas, consisting of the database of the Arkansas Code of 1987, Unannotated Version, updated as necessary when the A.C.A. is updated, using a search engine that has been approved by the Commission. The Successful Vendor shall provide this service through its own facilities or may contract for the provision of this service, with the permission of the Commission.

3. Timely Updating of the On-line Version of the Arkansas Code of 1987 Unannotated Version.

The Successful Vendor shall timely update the on-line website each time the electronic publication, or any update to a publication, is prepared. The Successful Vendor shall also timely update the website to reflect legislation enacted as the result of an extraordinary legislative session or voter-approved changes affecting the Arkansas Constitution or the A.C.A., or to make any corrections identified by the Commission.

- **Costs Associated with Transitioning to a New Vendor.** If, by this RFP process, the decision is made to award a contract to a Vendor other than the one currently under contract with the Commission, and the process of transitioning the A.C.A. to a new publisher results in the need for additional staff, overtime for BLR Staff, or any other costs associated with the work needed to complete the transition, the Vendor shall bear the entirety of those costs and shall reimburse the BLR for any costs it incurs in the transition process. The Vendor's proposal shall include any proposed need for additional staff or services by the BLR.

3.1 SERVICES AND QUALIFICATIONS OF EDITORS

The services provided by the Successful Vendor pursuant to this Request for Proposal must address the stated specifications and requirements. These services will be provided to the Commission.

All editors and indexers involved in the preparation of the upkeep materials for the A.C.A. by the Successful Vendor shall be lawyers. In this RFP, "lawyer" means a graduate of an accredited law school admitted to the practice of law in one or more jurisdictions. All copy editors and index technicians shall have been appropriately trained and shall be supervised by lawyer editors. The Successful Vendor shall designate one lawyer editor for primary editorial responsibility. Vendors shall specify and warrant in their proposals in response to this RFP that all editors and indexers will meet the definition of lawyer as it is used herein.

3.2 RIGHT OF SALE

The Successful Vendor shall have the exclusive right of sale and license of the A.C.A., and all supplements thereto and replacement volumes therefor within and outside the State of Arkansas for the term of any resulting Contract. The Successful Vendor shall also have the non-exclusive right to sell and license unannotated version of the A.C.A. The commission reserves the right to market the A.C.A., or any portion thereof, in unannotated form in any medium, including, but not limited to, printed for and electronic form, or to license any one or more third parties to market the A.C.A. in unannotated form in any medium. Unannotated form means without any of the supporting annotations, except for the catchlines and history notes. The State of Arkansas may exchange, through reciprocity, complete sets of the A.C.A. for complete sets of codes or statutes of other states, and territories, tribes, and the federal government.

SECTION 4. COST PROPOSAL

4.0 PRINT VERSION OF A.C.A.

The Vendor's proposal shall include the following pricing for print versions of the A.C.A. both as they will be sold to the general public and the cost to the BLR:

- The initial price of sets of the A.C.A., including the current cumulative supplement, the index, all replacement volumes published within one year after the set purchase, and any supplement published within 90 days after purchase of the set;

- The initial price for the cumulative supplement to the A.C.A. to be published during the term of the contract. The price for the cumulative supplement shall include, without additional charge, any supplement published within 90 days after purchase of the cumulative supplement;
- The initial price of replacement volumes to the A.C.A.; and
- The price per subscription for the Advance Code Service to the A.C.A.

The initial price of individual volumes with their supplements shall not exceed a price to be determined by the Commission upon recommendation of the Successful Vendor, but the Commission shall not be bound by the recommendation. Vendor's proposal shall include the recommended price.

The Successful Vendor may compile and sell volumes of the A.C.A. on a particular subject, such as "Election Laws", upon approval of the Commission and at a price to be approved by the Commission upon recommendation of the Contractor. Vendor's proposal shall include the recommended price.

The Vendor shall include in its proposal provision of the following at no cost to the BLR:

- Up to fifty (50) sets of the A.C.A., which may include electronic format versions as determined by the BLR;
- Supplements, replacement volumes, indexes, court rules, and Advanced Code Service volumes, as they are published, or as the electronic format versions are updated, in order to keep each of the sets provided up to date.

The costs to the BLR listed in Official Proposal Price Sheet will refer to any sets or volumes beyond the maximum of fifty (50) sets provided at no cost that the BLR may require.

4.1 ELECTRONIC VERSION OF A.C.A. AND PUBLIC ACCESS ON INTERNET

The Vendor's Proposal shall include pricing for the electronic version of the A.C.A., both as they will be sold to the general public and provided to the BLR:

- The initial subscription price for the A.C.A. in one or more electronic format. The subscription price for second and subsequent copies of the A.C.A. in electronic format shall not exceed fifty percent (50%) of the price for the first electronic copy; and
- The annual price for the A.C.A. database subscription, including all indices.

The annual subscription price for the A.C.A. in electronic format on computer networks shall be approved by the Commission upon recommendation of the Successful Vendor, but the Commission is not bound by the recommendation. Vendor's proposal shall include the recommended price. Increases in the price of a single disc shall be determined by the Commission upon recommendation of the Successful Vendor, but the Commission is not bound by the recommendation.

The Commission shall approve the subscription agreement, including the use of the A.C.A. in electronic format on a network, and any subsequent modifications to assure compliance with any resulting Contract between the Successful Vendor and the Commission and BLR.

Increases in the price of a subscription of the electronic copy of the A.C.A. and its indices shall be determined by the Commission upon recommendation of the Contractor, but the Commission is not bound by the recommendation.

Vendor's proposal shall include pricing for maintenance of public access on the internet through the Arkansas General Assembly website to the A.C.A. and its indices.

4.2 ACCESS TO VENDOR'S ELECTRONIC LEGAL RESEARCH SERVICES

If the Vendor maintains and controls an online electronic legal research subscription service, Vendor shall include in its proposal the subscription pricing that it would charge the BLR for use by its employees if the BLR should choose to use that service. Providing pricing under the proposal does not obligate the BLR to utilize the legal research subscription services of the Successful Vendor.

SECTION 5. ADDITIONAL VENDOR REQUIREMENTS

5.0 COMPREHENSIVE VENDOR INFORMATION

All proposals should be complete and carefully worded and should convey all of the information requested by the Commission and the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Commission will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

5.1 VENDOR PROFILE

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail Address;
- How many years this company has been in this type of business;
- Proof that the Vendor is qualified to do business in the State of Arkansas;
- A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;
- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;
- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction;
- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;
- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;

- A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project.
- Additional disclosures and information that the Commission may determine to be appropriate for the procurement involved.

5.2 GENERAL INFORMATION

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

5.3 DISCLOSURE OF LITIGATION

A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

5.4 EXECUTIVE SUMMARY

A Vendor must provide a summary overview and an implementation plan for the entire project being proposed. The intent of this requirement is to provide the Commission with a concise but functional summary of the discussion of each phase of the Vendor's plan in the order of progression. While the Commission expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Commission to use while reviewing the Proposal.

Each area summarized must be listed in chronological order, beginning with the date of Contract execution, to provide a clear indication of the flow and duration of the project. A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the chronology or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

5.5 VENDOR'S QUALIFICATIONS

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Commission with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.
- A listing of current accounts and the longevity of those accounts.
- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.
- A detailed description of the plan for assisting the Commission in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.
- An indication of the timeframe the Vendor would require to assist the Commission in meeting its goals and objectives.
- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.

- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.
- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.
- List of failed projects, suspensions, debarments, and significant litigation.
- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the Commission that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

A Vendor or its subcontractor(s) must list all clients that were lost between March 2015 and the present and the reason for the loss. The Commission reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

5.5.1 BACKGROUND INVESTIGATION

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Commission.

SECTION 6. EVALUATION CRITERIA FOR SELECTION

6.0 GENERALLY

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Commission by evaluation of several factors.

The Commission has developed evaluation criteria that will be used by the Commission and that is incorporated in Section 6.1 of this RFP. Other agents of the Commission may also examine documents.

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Commission during the evaluation of the proposals.

The Commission reserves, and a Vendor by submitting a Proposal grants to the Commission, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

6.1 EVALUATION CRITERIA

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Pricing;
- Plan for providing services;
- Proposed schedule for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

PROPOSAL SIGNATURE PAGE

Type or Print the following information:

Prospective Contractor Contact Information

Contact Person: _____ Title: _____

Phone: _____ Alternate Phone: _____

Email: _____

Confirmation of Redacted Copy

- YES, a redacted copy of proposal documents is enclosed.
- NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

Illegal Immigrant Confirmation

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>, the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

Israel Boycott Restriction Confirmation

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

- Vendor does not and will not boycott Israel.

An official authorized to bind the Vendor to a resultant contract shall sign below.

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

Authorized Signature: _____ **Title:** _____

Printed/Typed Name: _____ **Date:** _____

ATTACHMENT A
OFFICIAL PROPOSAL PRICE SHEET

Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
 - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
 - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
 - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
 - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.

Print Version of A.C.A.	PRICE FOR THE PUBLIC (per volume/per set)	PRICE FOR THE BLR (per volume/per set)
Initial Price for Sets of the A.C.A.		
Initial Price for Cumulative Supplement		
Initial Price for Replacement Volumes		
Initial Price of the Index		
Price for the Advance Code Service		
Electronic Version of A.C.A. and Public Access on Internet	PRICE FOR THE PUBLIC	PRICE FOR THE BLR
Initial Subscription Price		
Annual Price for database subscription		
Maintenance of public access on the internet to the A.C.A.		
Access to Vendor's Legal Research Subscription Services for BLR Staff:		

Signature, Title

Date