



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

FINAL REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

Note: Updates to this final RFP are designated by red font.

SOLICITATION INFORMATION			
Solicitation Number:	SP-18-0132	Solicitation Issued:	12/12/2018
Description:	Arkansas Online Insurance Verification System		
Agency:	Department of Finance and Administration – Revenue Services		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	01/24/2019	Proposal Opening Time:	2:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor 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 7th 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. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

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

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of Arkansas Department of Finance and Administration (DFA) to obtain proposals and a contract for a fully functional turn-key statewide online motor vehicle insurance verification and processing system. DFA is looking for an online verification of motor vehicle insurance and compliance solution that consists of Contractor supported software and hardware products which includes requirements gathering, design, development, customization, training, testing, implementation, transition management of insurance companies, printing and mailing of letters to citizens not in insurance compliance, and public customer support.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is 05/01/2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 PROPOSAL OPENING LOCATION

Proposals will be opened at the following location:

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

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.

- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. "AIRS system" means the Arkansas Integrated Revenue System.
- K. "Host System (Contractor System)" means an online insurance verification computer system hosted and maintained by the Contractor.
- L. "Normal Business Hours" means State revenue office business hours 7:00 AM to 7:00 PM Central Time, Monday through Friday, excluding any State holidays. Since State law enforcement is a primary user of the System, the System **must** be available 24x7x365.
- M. "State Revenue Office" means an office operated by the State for the public for registering vehicles, obtaining vehicle tags and titles, along with other driver services such as driver licenses, among other products, as well as collecting state fees, revenue payments, and fines.
- N. "System" means unless otherwise clarified in context, the Arkansas Online Insurance Verification System.
- O. "State Entities" means, at a minimum, any combination or all of the following:
 - Arkansas Department of Finance and Administration (DFA)
 - DFA Office of Motor Vehicle (OMV)
 - DFA Office of Driver Services (ODS)
 - Arkansas Insurance Department (AID)
 - Arkansas State Police (ASP)
 - Arkansas Crime Information Center (ACIC)
 - Arkansas Highway Police (AHP)
 - Arkansas Courts

1.7 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly preferred that the Proposal be in the order of the Response Templates, and that all questions in each Response Template be completed. Prospective Contractor(s) **shall** use the Response Templates provided by the State. Proposals that are incomplete may be deemed non-responsive at the sole discretion of OSP or may have a significant negative impact on their score due to the impact on the Proposal evaluation process. It is the Prospective Contractor's responsibility to ensure its Proposal is submitted in a manner that enables DFA-OIS to easily locate all response descriptions and exhibits for each requirement in the respective scope of work (SOW) within this RFP.

B. Original Technical Proposal Packet

1. **Package 1 – Technical Proposal (see below)**

This portion of the Proposal should include the sections that correspond to the Response Templates listed in the table below. Prospective Contractor(s) **shall** use the Response Templates provided by the State. The State strongly encourages each Prospective Contractor to fully complete each Response Template.

Section / Template	Name	Description
T-1	Cover Letter and Executive Summary	<p>The response should include an executive summary, Prospective Contractor contact information and locations, subcontractor contact information and locations, and demonstration of the fulfillment of the Minimum Mandatory Qualifications.</p> <p>The Prospective Contractor shall provide a signature by an individual authorized to bind the Prospective Contractor on the Response Template T-1 marked "ORIGINAL." The signature must be a wet original signature in black or blue ink.</p>
T-2	Prospective Contractor Experience	<p>The Technical Proposal should include an overview of the Prospective Contractor organization, corporate background, and documentation of the Prospective Contractor's experience providing similar services, and other required forms. If the Proposal includes the use of subcontractor(s), projects completed by the subcontractor must be provided.</p> <p>The Technical Proposal must include at least one (1) reference for the Prime Contractor from a project performed that demonstrate the Prospective Contractor's ability to provide services described in the SOW of this RFP. If the Proposal includes the use of subcontractor(s), the Prospective Contractor must provide one (1) reference for each subcontractor proposed. There is a strong preference for references that demonstrate where the Prime and subcontractor(s) have worked together in the past.</p>
T-3	Prospective Contractor Engagement Organization and Staffing	<p>The Technical Proposal should include: key staff; subcontractor(s) key staff, if applicable.</p> <p>The Prospective Contractor's Technical Proposal should include the proposed approach to: roles and responsibilities; summary of skill sets; total years of experience in the proposed role; qualifications; and resumes.</p>
T-4	Functional Requirements	<p>The objective of the Requirements Template is to provide the Prospective Contractor's with a clear understanding of the system requirements their solution must meet and provide DFA-OIS with a method to evaluate the degree to which each Prospective Contractor will satisfy the Requirements.</p>
T-5	Requirements Approach	<p>This section of the Technical Proposal should include a narrative of the Prospective Contractor's proposed approach to addressing the Requirements. The response should detail the approach to meet the various requirements as documented in the RFP.</p>
T-6	Required Plans	<p>This section of Technical Proposal should include the complete proposed plan, including the Implementation Plan, Testing Plan, Training Plan, Disaster Recovery and Business Continuity Plan, Data Security Plan, Maintenance Plan, and Ongoing User & Technical Support Plan. These plans should demonstrate that the Prospective Contractor has a thorough understanding of the SOW and what should be done to satisfy the requirements.</p>
T-7	RFP Response Checklist	<p>This section of the Technical Proposal should include the completed checklist verifying that all the RFP response requirements have been completed. Additionally, the Prospective Contractor should provide the forms required prior to contract award.</p>

2. Package 2 – Cost Proposal (see below)

This portion of the Proposal **shall** include Template C-1 — *Cost Proposal Sheet* as described below. The Prospective Contractor **shall** follow all the instructions contained within the Response Template. See section 1.12 for more information and instructions.

C. Additional Copies and Redacted Copy of the Package 1- Technical Proposal and Package 2 –Cost Proposal

In addition to the original *Package 1- Technical Proposal* and the *Package 2 –Cost Proposal*, the following items should be submitted:

1. Additional Copies of the *Package 1- Technical Proposal*

- a. **Six (6)** complete hard copies (marked "COPY") of the *Package 1- Technical Proposal*.
- b. Six (6) electronic copies of the *Technical Proposal Packet* on flash drives. Do not send electronic copies via email or fax.
- 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 governs.
- d. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the *Package 2 –Cost Proposal*

- a. Prospective Contractor should also submit one (1) electronic copy of the *Package 2 –Cost Proposal*, on a flash drive. Do not send electronic copies via email or fax.
 - i. *The Package 2 –Cost Proposal*, including the hard copy and electronic copy, **must** be separately sealed from the *Package 1- Technical Proposal* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Package 1- Technical Proposal*.
3. One (1) redacted (marked "REDACTED") copy the original *Package 1- Technical Proposal* on a flash drive. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.8 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before 12/20/2018 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. The Prospective Contractor **shall** submit questions using Response Template O-1 Written Questions. The questions **must** be submitted in the original file format "Microsoft Excel" as denoted in Template O-1.
 2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 3. Prospective Contractors' 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 01/04/2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.

- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the Template T-1.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

1.10 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the Template T-1.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the Response Templates. **Do not** attach any additional information to the Subcontractor Contact Information table in Template T-1.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.11 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on Template C-1 – *Cost Proposal Sheet* only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. Template C-1 - *Cost Proposal Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the proposal opening.
- C. Template C-1 - *Cost Proposal Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the *Cost Proposal Sheet* or in the sealed pricing package.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

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

1.13 **INDEPENDENT PRICE DETERMINATION**

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

1.14 **PROPRIETARY INFORMATION**

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

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

1.15 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the *Cost Proposal Sheet*.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

1.16 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.

- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to proposal opening.

1.17 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible Prospective Contractors 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, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor 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 Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor'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* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.18 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

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

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.19 **EQUAL OPPORTUNITY POLICY**

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

1.20 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 **RESTRICTION OF BOYCOTT OF ISRAEL**

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

1.22 **PAST PERFORMANCE**

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

1.23 **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 Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 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 Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 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.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

1.25 VISA ACCEPTANCE

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

1.26 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s proposal to be rejected.

1.27 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Proposal (RFP) on behalf of Arkansas Department of Finance and Administration (DFA) to obtain proposals and a contract for a fully functional turn-key statewide online motor vehicle insurance verification and processing system. DFA is looking for an online verification of motor vehicle insurance and compliance solution that consists of Contractor supported software and hardware products which includes:

- Requirements gathering
- Design
- Development
- Customization
- Training of State employees
- Testing
- Hosting and System Maintenance
- Implementation
- Transition management of insurance companies
- Printing and mailing of letters to citizens not in insurance compliance
- Public customer support

DFA is requesting an online insurance verification system to verify motor vehicle insurance coverage in response to requests from State authorized systems, or authorized users, with minimum inconvenience to State system users and maximum integration with current workflows.

This system is critical for DFA Office of Motor Vehicle, DFA Office of Driver Services, State and Local Law Enforcement, and any other State Entities to meet their shared common mission of providing public safety and security to the citizens of Arkansas.

2.2 OBJECTIVE

The main goal of this initiative is a reduction of uninsured motorists through improved insurance reporting and enforcement while making it more convenient for citizens to provide proof of motor vehicle insurance. Currently, there are approximately 450,000 active motor vehicles without an active motor vehicle insurance policy.

The State's decision to embrace new and emerging technology and to automate the automobile insurance verification process will increase effectiveness and efficiencies in the Motor Vehicle and Criminal Justice areas.

2.3 BACKGROUND

Act 1016 of 91st General Assembly 2017 in Arkansas was enacted to amend the law concerning motor vehicle insurance. Specifically, the act called for the establishment of an online insurance verification system. The key users are:

- Arkansas Department of Finance and Administration (DFA)
- Office of Motor Vehicle (OMV)
- DFA Office of Driver Services (ODS)
- Arkansas Insurance Department (AID)
- Arkansas State Police (ASP)
- Arkansas Crime Information Center (ACIC)
- Arkansas Highway Police (AHP)
- Arkansas Courts

2.4 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. The Prospective Contractor **shall** have a minimum of three (3) years' experience providing online insurance verification services of similar size and scope as the services required in this RFP to at least one (1) State government in the United States.
- B. The Prospective Contractor's proposed solution **must** be currently in use and have been implemented in the last five (5) years by at least one (1) State government in the United States.

- C. The Prospective Contractor **shall** have a minimum of three (3) years of experience successfully managing a support center for the purpose of providing user and technical support to the various user types of the online insurance verification system.
- D. The Prospective Contractor **shall** have a minimum of three (3) years of experience printing and mailing letters.
- E. The Prospective Contractor **shall** have a minimum of three (3) years of experience in receiving and transmitting motor vehicle insurance information between Insurance Companies and authorized State agencies.

2.5 **INSURANCE VERIFICATION SYSTEM REQUIREMENTS**

- A. The Contractors solution **must** be in compliance with the Insurance Industry Committee on Motor Vehicle Administration (IICMVA) Model User Guide for Implementing Web Services V7.0 updated January 3, 2017 that can be viewed at <http://www.iicmva.com/IICMVAPublications.html> .
- B. The Proposed System **shall**, at minimum, display the following information:
- Customer Name
 - Insurance Policy Number
 - Insurance Company Number(NAIC#)
 - Policy Effective Date
 - Policy End Date
 - Vehicle Identification Number
 - Vehicle Make
 - Vehicle Model
 - Vehicle Year
- C. Online Insurance Verification System:
1. The Contractor **shall** ensure the system electronically shares insurance information from the Contractor software solution with DFA's Arkansas Integrated Revenue Driver Services and Motor Vehicle (AIRS - DSMV) system, with law enforcement from fixed and mobile terminals (police cruisers), Arkansas courts, Arkansas Insurance Department, Arkansas insurers, and any other State of Arkansas authorized personnel.
 2. The Contractor **shall** provide a common web service interface with all authorized systems including, at minimum, the following State agencies:
 - Department of Finance and Administration (DFA)
 - Arkansas State Police (ASP)
 - Arkansas Crime Information Center (ACIC)
 - Arkansas Highway Police (AHP)
 - Arkansas Courts
 3. The Contractor **shall** ensure the system provides the above listed authorized system access to insurance information by passing multiple keys for greater matching, including but not limited to the following:
 - National Association of Insurance Commissioners (NAIC) number
 - Policy Key
 - VIN
 - Verification date
 4. The Contractor **shall** ensure the system is capable of consuming web services hosted utilizing SSL (Secure Socket Layer), which will provide encryption of the information while in transit between any of the State systems.
 5. The Contractor **shall** ensure the system remains compatible with all required systems and data transmission processes for the life of the contract.
 6. DFA Office of Information Services **shall** be the final authority in approving the proposed format and authentication method for all the web services used between computer systems in the Contractor's proposed solution.
 7. The Contractor **shall** ensure the system uses a secure FTP server to send and receive large sets of files with motor vehicle registration information (approximately 3 million registrations per month) from the DFA AIRS DSMV System in a format to be designated by DFA.

8. The Contractor **shall** ensure the system compares the monthly registration files provided by the DFA AIRS DSMV System against the Contractor's data received from insurance companies to identify whether a registered vehicle has an associated active liability insurance policy.
9. The Contractor **shall** provide a monthly response file indicating if a registration has a corresponding insurance policy active in the online system. The response file **shall** be submitted in a format, timeframe, and delivery method to be designated by DFA.

D. Coordination with Insurance Providers:

1. The Contractor **shall** handle all communications, planning, and coordination related to the Contractor solution with insurance companies providing motor vehicle insurance policies in the State of Arkansas. There are currently 409 insurance companies issuing policies in the State of Arkansas. Please see Attachment A for a list.
2. The Contractor **shall** make any required changes to the solution to ensure communication and coordination with Insurance Companies providing motor vehicle insurance policies in the State of Arkansas for the life of the contract.
3. The Contractor **shall** acquire weekly insurance information from all insurance companies issuing motor vehicle insurance in the State of Arkansas and store this information as part of the Contractor's solution.
4. The Contractor **shall** coordinate with new insurers when approved for writing vehicle liability insurance in the State of Arkansas to gain access to their business data. The Arkansas Insurance Department or Arkansas Department of Finance and Administration will provide the Contractor with contact information for the insurance companies that provide motor vehicle insurance.
5. The Contractor **shall** ensure the system includes a certification and testing program to verify that Insurance Companies are able to correctly use the secure data connection interface and transfer data in a useable format prior to authorizing them to submit data to the system.

E. Customer Service Website:

1. The Contractor **shall** ensure the system provides a public website for citizens of Arkansas, State Entity users, and Insurance Companies to access and view data appropriate to their user role in the Online Insurance Verification System.
2. The Contractor **shall** ensure the web site is developed using responsive design principles so that the site can be easily viewable on a wide variety of devices (i.e. PC's, laptops, tablets, mobile smart phones, etc).
3. The Contractor **shall** ensure the system has the ability to verify motor vehicle insurance 24 hours per day/7 days per week minus any maintenance downtime as approved by DFA.
4. The Contractor **shall** maintain all user profile credentials throughout the life of the contract.
5. The website **must** have a portal that allows for roles based user access. The access levels **must** be different for each of the following:
 - Citizens of Arkansas
 - State Entities
 - Arkansas Insurance Companies
6. Citizen User Access:
 - a. The Contractor **shall** ensure the system allows citizens who have received a non-compliance letter to access the website to verify their current insurance information has been uploaded to the system by that citizen's insurance company.

- b. The website **must** also use a validation method to allow citizens to access only their insurance information.
 - c. The Contractor **shall** provide a PIN to the citizen with the non-compliance letter. The PIN **must** provide the citizen access to the website to view their insurance information.
 - d. All citizens **must** have the same access level.
7. State Entity User Access:
- a. The Contractor **shall** provide designated State Entities' users access to the secure website. State Users must have access to review insurance data, upload self-insured policy insurance information, view a copy of each letter sent to the citizens of Arkansas, and obtain reports defined in Section 2.20.
 - b. DFA OIS designated administrators **shall** be sole authorized users to grant access for any other user in the State Entity.
 - c. The website **must** support roles-based user access for State users. Each user's access level will determine the information the user can view. DFA **shall** have administrative roles to determine the access level of State users.
8. Insurance Company User Access:
- a. Insurance companies **shall** access the website to review data submitted in Section 2.5.B.
 - b. The Contractor **shall** allow the main insurance company headquarters register for access to the site with an administrative role that **must** allow them to designate other agents within the company access to the insurers' portion of the website.
 - c. The insurance company's main headquarters **must** be able to set up User access directly with the Contractor.
 - d. The Contractor **shall** create and maintain all User credentials for the life of the contract.
 - e. Insurance companies **must** be able to view only the insurance policies bought through their company.
 - f. The Contractor website **must** also allow small insurance companies with less than fifty (50) insurance policies to upload their customer's insurance information in a Microsoft excel format. There are approximately 60 insurance companies in Arkansas with less than 50 motor vehicle insurance policies.
 - g. The Contractor **shall** be responsible for designing and providing the Microsoft excel template to insurance companies with fewer than 50 policies. The Contractor **shall** submit the template for the State's approval prior to go-live.
9. The Contractor's website **shall** include a payment solution via the website and/or a call-in IVR system for the citizens with active motor vehicle registrations whose insurance coverage has lapsed to pay their reinstatement fees. For both options below, the proposed solution **must** implement webservice functionality to let DFA AIRS System know when a successful reinstatement payment is completed and **must** have a daily payment reconciliation file interface with DFA DSMV AIRS System. Contractors **must** provide at least one of the following options:
- a. Option 1 **shall** be a complete Contractor provided payment solution. The proposed solution **shall** include guaranteed money at the time of successful payment and the Contractor **shall** be responsible for any invalid transactions, bank reversals or other similar transactions after the payment is made
 - b. Option 2 **shall** be a State provided payment solution outside the scope of this contract. The Contractor website **must** redirect citizens to the State's solution for payment. The Contractor **shall** design, develop, test and implement all interfaces between the Contractor's website and the DFA provided payment solution as part of this project.

- c. Contractor's may provide a proposal for both Options 1 & 2. Pricing for each option **must** be outlined separately. Pricing **must** include costs to the State and any costs to the citizen. (i.e. processing fee). If both options are proposed, the State will decide which option is in its best interest.

2.6 SYSTEM UPTIME AND PERFORMANCE REQUIREMENTS

- A. The System **shall** maintain an overall uptime (be operationally available) of 99.5% during Normal Business Hours.
- B. Scheduled downtime for maintenance **shall** occur outside of DFA's normal business hours which are 7 AM to 7 PM Central Time, Monday through Friday, excluding State Holidays.
- C. Since State law enforcement is a primary user of the system, the system **must** be available 24 hours a day, 7 days a week, 365 days a year.
- D. The System **shall** have a **ninety-five (95)** percent or great user response time of **under five (5) seconds**.

2.7 SOFTWARE SOLUTION AND DATA CENTER REQUIREMENTS

- A. The Contractor **shall** host the solution in a data center located in the continental United States of America and **must** include hardware which successfully meets the State's requirements for performance and capacity.
- B. The State **shall** have final approval of all hardware specifications suggested for the data center. The Contractor **shall** include State recommended hardware specifications if requested.
- C. The Contractor **shall** be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided.
- D. The Contractor **shall** develop and implement the solution and all dependent hosted hardware in such a manner that allows for direct network communications with the Contractor's system and the exchange of data via approved industry standard protocols for interfacing with other State of Arkansas systems as deemed necessary.
- E. The Contractor **shall** provision all environments including, at minimum, the following:
 - Development
 - Testing
 - Production
- F. The Contractor **shall** keep all hosting related software current and up to date.
- G. The Contractor **shall** notify the State of all software and security upgrades within 24 hours of upgrade availability. All software and security upgrades **shall** be provided by the Contractor at no additional cost to the State.
- H. The Contractor **shall** provide a proposed implementation plan, with implementation timelines, for all software and security upgrades within 24 hours of upgrade availability.
- I. **Contractor shall perform all work on the proposed system from within the continental United States of America. The system must not be accessed from outside of the U.S.**

2.8 NETWORK CONNECTIVITY AND BANDWIDTH REQUIREMENTS

- A. The system **shall** provide the ability to only allow approved network connections from State approved insurance company locations, and any other location deemed necessary and approved by DFA and Arkansas Insurance Department (AID).
- B. The Contractor **shall** make all efforts to minimize the bandwidth needed by the application in each of the business processes as availability of total bandwidth varies between different State Entities locations.
- C. There **shall not** be dedicated bandwidth allocated for the Online Insurance Verification System.

2.9 **NON-COMPLIANCE NOTICE REQUIREMENTS**

- A. The Contractor **shall** ensure the system sends insurance non-compliance notices in the form of a mailed letter to the registered owner of the vehicle whenever a motor vehicle registration does not have an active liability insurance policy.
1. The recipient of the letter will be based upon the match process outlined in Section 2.5.C.7-9.
 2. During the design phase of development, DFA will provide language that **must** be included in the letters and DFA **shall** have final approval of the letter layout, design, and content.
 3. The proposed solution **must** send only one letter to a citizen to notify about liability insurance non-compliance during a given license renewal period (approximately one year).
 4. The Contractor **shall** propose a plan based on experience and best practices for the mailing of compliance letters. The proposed plan **shall**:
 - a. Include a detailed schedule based on the insurance match process and successful integration with insurance companies
 - b. Address the staggered mailout of the approximately 450,000 initial letters so that all letters are not mailed in the same month.
 - c. Address the ongoing mailout of letters after the initial batch of 450,000 has been completed.
 5. The initial batch of 450,000 letters **shall** be mailed within the timeframe agreed upon by the State and the successful Contractor at time of Contract Award. The State prefers that the initial mailings be completed within one (1) year after implementation.
 6. Ongoing letters **shall** be mailed within the timeframe agreed upon by the State and the successful Contractor at time of Contract Award. The State prefers these letters to be sent within 30 days or less of the Contractor receiving file from DFA.
 7. The solution **must** send only one letter per citizen to notify about liability insurance non-compliance. All non-compliant vehicle registrations for that citizen **must** be listed in the same letter.
 8. An electronic copy of each non-compliance notice sent **must** be transmitted to a State designated system.
- B. The Contractor **shall** incur all costs involved in mailing the non-compliance letters to the citizens.
- C. The Contractor **shall** provide pricing based upon the cost per letter.

2.10 **ONGOING MAINTENANCE**

Prospective Contractors **shall** provide a plan for ongoing maintenance of the proposed solution. Prospective Contractors should submit a proposed Maintenance Plan as part of their response to Template T-6. Final plan **shall** be mutually agreed upon within thirty (30) days of Contract award. The Maintenance Plan **shall**, at minimum, meet the requirements set forth in this section of the RFP.

A. Ongoing Maintenance and Updates

The Contractor's Maintenance Plan **shall** provide for the following, at minimum:

1. The Contractor **shall** furnish to the State, 30 calendar days prior to go-live, Quality Assurance Guidelines for testing new updates, patches or upgrades to the software solution.
2. The Contractor's system **shall** be available 99.5% of the time each month, excluding scheduled down-times agreed to by the Contract Monitor.
3. The Contractor **shall** ensure that system changes or system upgrades are accompanied by a System Upgrade Plan which includes a timeline, milestones and adequate testing to be completed prior to implementation. The Contractor **shall** notify and provide such plans to the DFA Designee upon request in the timeframe and manner specified by the Contract Monitor. All maintenance or updates to the

solution that require scheduled down-time **shall** occur at scheduled times, with fourteen (14) calendar day written notice being provided to the Contract Monitor and **shall** only commence after the Contract Monitor's approval of the requested timeline in the System Upgrade Plan. Approval will not be unreasonably withheld from the Contractor.

4. The Contractor **shall** ensure that any solution updates or maintenance will not compromise or negatively impact or interrupt any configurations or customizations made by the Contractor to the solution.

B. Service Packs

1. The Contractor **shall** be responsible for providing Service Packs for the proposed solution on an as needed basis. The State expects that Service Packs would be released on a quarterly schedule but may be done more or less frequently as needed. In the event more frequent Service Packs **shall** be furnished at no additional cost to the State.
2. Service Packs **shall** be defined, at minimum, as:
 - a. A packaged set of repaired defects
 - b. Enhancements to the existing system
 - c. New Software components
3. The Contractor **shall** notify DFA's CIO or their designee in writing of all upcoming service packs and software patches at least sixty (60) days prior to their release.
4. The Contractor **shall** provide and install all service packs in a timeframe that is approved by DFA.
5. The Contractor **shall** ensure that each service pack includes documentation that identifies affected software components and classifies the service pack item as either:
 - **Low impact** – software component is backward compatible
 - **Medium impact** – software component is backward compatible; configuration, testing, or documentation changes may be required
 - **High impact** – software component requires either new database structures, data fixes, or recompilation of site-specific components; existing business processes may be impacted
6. The Contractor **shall** provide the above referenced service pack documentation to DFA at the time installation of the service pack is scheduled.
7. The Contractor **shall** test all service packs and the results **must** be approved by DFA prior to completion.

C. Access to new and revised Documentation:

1. The Contractor **shall** ensure that new and revised documentation including help files and configuration documents associated with the service packs or new/updated versions are delivered to the State Project Manager (DFA Office of Motor Vehicle and Office of Driver Services Administrator).

D. Upgrades:

The Contractor **shall** provide the latest production version of the system released and coordinate with the State in making it available to those State Entities participating in the solution at no additional cost to the State.

E. Software Updates:

1. The Contractor **shall** provide any software and/or hardware changes and/or updates to implement Federal or State legislative required changes during the contract period. Changes and/or updates **must** comply with State or Federal implementation deadlines and **must** be provided at no additional cost to the State.

2. All required updates **shall** be implemented outside of normal system operating hours at a date and time approved by DFA so as to minimize disruptions to system operations. Normal system operating hours are Monday to Friday, 7am to 7pm Central Time, excluding State holidays.

2.11 **ONGOING USER AND TECHNICAL SUPPORT**

Prospective Contractors **shall** provide a plan for ongoing user and technical support. Prospective Contractors should submit a proposed Ongoing User and Technical Support Plan as part of their response to Template T-6. Final plan **shall** be mutually agreed upon within thirty (30) days of Contract Award. The Ongoing User and Technical Support Plan **shall**, at minimum, meet the requirements set forth in this section of the RFP.

A. Customer Support Help Desk

1. The Contractor **shall** provide Customer Support Help Desk for Arkansas citizens and Insurance Companies via toll free telephone and email to assist with questions regarding the customer service website and the non-compliance letters described in Section 2.6.
2. Customer support **shall** be available to Arkansas citizens and Insurance Companies Monday – Friday 7:00 a.m. – 7:00 p.m. Central Time, excluding State holidays.
3. The Customer Support Help Desk **shall** be English speaking and located in the U.S.
4. The Contractor **shall** have trained and experienced customer service-oriented employees.
5. Customer Support Help Desk staff **shall** be professional and courteous while assisting Arkansas citizens, Insurance Companies, or interacting with State personnel.
6. The Contractor **shall** provide an internal escalation process in case the Customer Support Agent is unable to provide resolution to a customer's issue.
7. The Contractor **shall** provide the customer with a contact number to speak with a DFA representative only when the internal escalation process is not successful in answering the customer's request.
8. The Contractor **shall** submit an internal escalation report to the State's Project Manager that details whenever customer service is unable to resolve an issue. This report **must** be delivered daily to the State Project Manager or the designee and **must** be available for online viewing through the system. The report **must** contain, at minimum, the following:
 - Details of the issue
 - Issue date and time
 - Vehicle information (VIN, Year, Make, Model)
 - Customer name
 - Brief description of why the issue is escalated to DFA
 - Additional Comments

B. State Technical and User Support:

1. The Contractor **shall** provide technical and user support for State Entity staff via toll free telephone and email Monday – Friday, 7a.m.- 7p.m. Central Time, excluding State Holidays.
2. Emergency Support **shall** be available twenty-four (24) hours a day, seven (7) days a week. Emergency Support **shall** include, but not be limited to, an event such as a complete system failure.
3. Support staff **shall** be English speaking and located in the U.S.
4. Contractor **shall** provide technically knowledgeable support staff in sufficient quantities to assist State users.
5. Support staff **shall** be professional and courteous while interacting with State personnel.
6. The Contractor **shall** provide an online process for authorized State users to log technical issues and track the work effort.

7. Technical issues **shall** be designated Emergency, High, Medium, or Low Priority. The Contractor **shall**:
 - a. Provide resolution to High Priority Issues within four (4) business hours.
 - b. Provide resolution to Medium Priority Issues within one (1) week.
 - c. Provide resolution to Low Priority Issues within two (2) weeks.
 8. The State and the Contractor **shall** mutually agree upon the definitions of Emergency, High, Medium, and Low Priority Issues within thirty (30) days of Contract Award. The State **shall** have final determination.
- C. The Contractor may propose a consolidated plan for the Customer Support Help Desk and the State Technical and User Support Help Desk. Proposals for a consolidated plan **must** meet all requirements set forth in this section of the RFP.

2.12 **REPORTING**

- A. The Contractor **shall** submit the following monthly status reports to the State's Project Manager or their designee:
 1. Support items open during the previous month. The report **must** list all solution requests that are open at the end of the month, along with a status of each and **must** list all solution requests that were closed in the previous month narrating the outcome of the request.
 2. System Availability/Uptime Report. This report **must** indicate system availability/uptime during the previous month. The report **must** include any narratives related to system downtime or performance degradation that will outline the cause of the outage/degradation. The report **must** identify response times between the user requests and the applications.
 3. Report **must** be available for authorized State users to see details of letter sent to the citizens by date range. The details must include the total count of letters, VIN number, date the letter was sent out, owner name and address.
- B. All reports **must** be submitted no later than 2 weeks from the end of the previous month.
- C. The Contractor's support team and management **shall** be available to review monthly status reports with the State via conference call if requested to do so by the State.
- D. The Contractor **shall** ensure the system provides a robust ad-hoc and pre-defined reporting functionality for the State to use in determining compliance with Arkansas statutes and rules.
- E. The Contractor **shall** ensure the State has the ability to define new reports in the system and edit as needed without assistance or ongoing support from the Contractor.
- F. The proposed solution **shall** limit access to reports based on user roles.
- G. The system **must** be able to export report data to a variety of formats including, but not limited to the following:
 - Microsoft Excel
 - .csv
 - .txt
 - .pdf

2.13 **DATA REQUIREMENTS**

- A. The proposed solution **must** track all inquiries and subsequent data changes. Authorized State users **shall** have the ability to login and view the audit details online. The proposed solution must track, at minimum, the following:
 1. Date and time of inquiry

2. Type of activity
 3. Identification of the user
 4. All fields inquired/modified
- B. All data in the Contractor's solution, including system logs and transactional logs, **must** be available for a period of three (3) years from the date of transaction. Data stored within this period **must** be available for recall by State Entities for data and/or public disclosure requests. Following the retention period, data **must** be archived to a mutually agree upon permanent storage medium prior to removing it from the system.
- C. Data **must** be available for extract when requested by an authorized State personnel within 72 hours of the request, unless an extended period is granted by the State.
- D. Data **must** be made available in a format that can be easily converted into a Microsoft SQL 2014 or greater database. Examples include, but are not limited to, MS SQL databases, PostgreSQL, MySql open source databases, Microsoft Excel files, and text (flat files).
- E. Data extract **must** include a data dictionary describing the contents, format, structure of a database and the relationship between its elements used to control access to and manipulation of the database.
- F. Data provided **must not** be in any proprietary or encrypted format that cannot be used or decrypted by the State at any point during contract, or after the contract termination.

2.14 **STAFFING AND KEY PERSONNEL**

The Prospective Contractor should provide a proposed Staffing Plan in Template T-3. The Staffing Plan should include proposed staffing candidates and their experience. The Prospective Contractor should provide the actual Staffing Plan and staffing candidates that would be proposed if Prospective Contractor is selected for Contract Award. Proposed Staffing Plan and Candidates submitted upon Contract Award **must** be substantially similar to the sample plan submitted in Template T-3. Both the Sample and Final Proposed Staffing Plans **must** meet all requirements set forth in this section of the RFP. The Staffing Plan **must** be finalized with the mutual agreement of the State within fifteen (15) days of Contract Award.

A. Project Manager

The Contractor **shall** include in the Staffing Plan a Project Manager. It is preferred that the proposed Project Manager be PMP Certified. The Project Manager **shall**, at a minimum:

1. Have three (3) years of project management experience working with the implementation of an online insurance verification system of similar scope and size to this RFP.
2. Serve as the primary point of contact for the Contractor during the Implementation phase of the project.
3. Provide the complete project timeline schedule with all the related tasks during the schedule management phase.
4. Coordinate between various stakeholders.
5. Manage the total project (i.e. delivery, customization and implementation, coordination for site preparation, and networking).
6. Participate in all meetings, including a mandatory kick off meeting and weekly status meetings. Meetings may be held onsite at a location to be specified by DFA or via conference call at the State's discretion.
7. Develop Project Scope Documents
8. Monitor Risk Management aspects and project delays.
9. Ensure synchronization of all the activities of the project (i.e. development, implementation, training etc.).

10. Provide weekly updates to the State's Project Manager from the start of the contract through the implementation phase. Project Status reports **shall** be in MS Word or other agreed upon format, and **shall** include at minimum:
 - a. Significant work plan activities performed during the reporting period
 - b. Review of the completed activities and a comparison to the project plan
 - c. Identification of project risks and document recommendations to mitigate such risks
 - d. Deliverables completed during the reporting period
 - e. Identification of milestones reached and a comparison to the project plan
 - f. Significant work plan activities planned for the next reporting period
 - g. Deliverables expected to be completed in the next reporting period
 - h. Identification of problems and/or issues and track the status of current problems and/or issues

B. Technical Team

The Contractor **shall** include, in the Staffing Plan, individuals with sufficient technical expertise and experience to accomplish the Implementation Plan. This technical team **shall**, at a minimum:

1. Determine operational feasibility through analysis, problem definition, and evaluating requirements, solution development, and proposed systems;
2. Prepare solutions by determining and designing system specifications, standards, and programming;
3. Implement the proposed system by studying information needs, conferring with users, investigating problem areas, following the software development lifecycle, and studying systems flow, data usage, and work processes.

C. Account Manager

The Contractor **shall** include, in the Staffing Plan, Account Manager who will serve as the primary point of contact between the State and the Contractor after Implementation is complete and the solution is fully operational.

- D. The State **shall** have the right to approve or reject proposed staff members prior to the finalization of the plan after Contract Award if the proposed candidates do not meet the minimum requirements set forth in the RFP.

- E. The Contractor **shall** include, in the Staffing Plan, a provision to address the vacancies of the Project Manager or other key personnel. In the event of the vacancy of a key person, the Contractor **shall** provide replacement candidates to the State for the State's review within fifteen (15) days of the Contractor learning of the vacancy. The State **shall** have the right to approve or reject proposed replacements if they do not meet the minimum requirements set forth in the RFP.

F. Background Checks

1. At commencement of contract award and prior to the hiring of staff, the Contractor **shall** conduct Federal and State Criminal Background Checks for the state of jurisdiction where the employee is located on all personnel involved in any aspect of the process described in this RFP.
2. Upon request, the Contractor **shall** provide DFA with access to Criminal Background Checks (including fingerprints) on all key personnel and subcontractors who perform or supervise work on this contract for purposes of auditing. Criminal Background Checks **shall** be provided to DFA within 72 hours of the request from DFA.
3. DFA **shall** have the right to refuse personnel based on results of the criminal background checks.

4. The State **shall** have the right to terminate the entire contract should Criminal Background Reports show evidence of being tampered with, i.e. sections blocked out, dates of greater time than 72 hours, etc.

2.15 **IMPLEMENTATION**

- A. Prospective Contractors **shall** submit a plan for the design, configuration, implementation, and delivery of the proposed solution. The Prospective Contractor should provide the State with an Implementation Plan in Template T-6 reflecting the recommended implementation timeline, staff responsibilities, and estimated hours of effort for the complete Contractor solution. The final Implementation Plan **shall** be mutually agreed upon within thirty (30) days of Contract Award.
- B. Within two (2) weeks of contract award, the awarded Contractor **shall** schedule and setup a series of kickoff meetings with DFA, who **shall** have the final determination of all meetings sites and times. The initial kickoff meeting **must** be held at OIS's Central Arkansas office location. DFA may choose to hold any remaining meetings via video conference.
- C. Implementation **shall** include:
 1. Initial system design and configuration, and the creation of maintenance files to support the system.
 2. Any requirements gathering or workflow mapping.
 3. Installation of all required hardware and software.
 4. Building and testing of all required interfaces.
 5. Coordination of the implementation with insurance companies.
 6. A plan by which the system will Go-Live no later than January 1st, 2020.
- D. The project work plan **must** be resource balanced.
- E. Each activity and task **must** have an estimated start and end date along with estimated hours of effort.

2.16 **TESTING AND ACCEPTANCE**

- A. Prospective Contractors **shall** submit a plan for the Testing and Acceptance of the proposed solution. The Contractor should provide a proposed Testing Plan in Template T-6 that includes all forms of system testing, including testing with each motor vehicle insurance provider in the State of Arkansas. The State and the Contractor **shall** mutually agree to the final plan within thirty (30) days of Contract Award.
- B. The Testing Plan **shall** address all forms of system testing and include at minimum:
 1. Functional Testing
 2. Operational Testing
 3. User Acceptance Testing
 4. Final Acceptance Testing
 5. Process by which the Contractor will obtain the State's sign off upon completion of each stage of testing
 6. A phase of State Acceptance Testing prior to Go Live whereby the State can confirm that the system adheres to all contractual requirements. In the event that the solution does not conform with Contract requirements, the State may:
 - a. Grant the Contractor an opportunity to repair and/or modify the system and restart the testing; or
 - b. Upon mutual agreement, perform additional acceptance tests until the system(s) have operated within the specifications as stated in the Contract for thirty (30) consecutive days; or

- c. Accept minor deviations from the specifications; or
 - d. Terminate the Contract in its entirety
- C. During testing, the system **must** perform successfully under all normal operational conditions in accordance with the requirements of the Contract, Manufacturer's operating instructions, and the Contractor's technical and user specifications.
- D. All critical defects (Severity Level 1 & 2) **must** be resolved prior to Go Live.
- E. Definitions of Severity Level 1 & 2 defects **shall** be mutually agreed upon within thirty (30) days of Contract award.
- F. The Contractor **shall** submit a plan to address and fix all severity level 1 and 2 deficiencies within five (5) days of identification. This plan **shall** include, but not be limited to, the development of a Corrective Action Plan (CAP) for each defect or deficiency. The CAP **shall** identify in detail the remedial action to be taken by the Contractor, along with the date(s) when each remedial action is to be implemented. Each CAP **shall** be subject to review and approval by the State's Contract Monitor.
- G. The Contractor **shall** test the solution with each insurance company issuing motor vehicle insurance policies in the State of Arkansas and provide the test results to the State Project Manager. DFA will notify the Contractor of the State's Project Manager's contact information after award.
- H. The Contractor **shall** coordinate all testing with the insurance companies.
- I. The Contractor **shall** give three (3) or more weeks' notice to the State assigned project manager prior to the commencement of testing if test insurance data is required from the motor vehicle database.
- J. The Contractor **shall** give a minimum of fifteen (15) days' notice to all the authorized State test users prior to the commencement of testing.
- K. The Contractor **shall** provide test cases/scenarios to State Entities for review prior to the commencement of user acceptance testing for each insurance provider.
- L. The test results **must** be reviewed and approved by the State prior to testing completion. Without State approval of the test results an insurance company **must not** be switched to production. The State reserves the right to accept or reject the test results.
- M. The Contractor **shall** provide a test report to the State's Contract Monitor within fifteen (15) business days of the completion of each phase of testing.

2.17 **TRAINING**

- A. The Contractor **shall** train DFA staff and Insurance Company staff in accordance with the direction in this section. Prospective Contractors should submit a Training Plan in Template T-6 and provide the requested narrative descriptions of its training approach in Template T-5. The Contractor and the State **shall** mutually agree to the Training Plan within thirty (30) days of Contract Award.
- B. The Contractor **shall** provide all training prior to the "go-live" of the solution or any of its components. Contractor **shall** provide training sufficiently in advance of "go-live" such that all staff required to be trained have had a sufficient amount of exposure to capably use the system.
- C. The Contractor **shall** provide live web-based training for all the State Entity users and insurance companies associated with the online insurance verification system prior to go-live.
- D. A recording or some version of the web-based training **shall** be available online for the life of the contract.
- E. The Contractor **shall** provide a training program that addresses the training requirements of all defined User types/roles.
- F. The total State IT staff to be trained will be approximately 50 resources.

- G. Contractor **shall** be responsible for training for insurance companies with less than 50 policies on how to upload their customer insurance information to the proposed system.
- H. Contractor **shall** be responsible for providing the needed training to DFA users on how to upload the self-insured insurance information to the Contractor's system.
- I. The Contractor **shall** provide printed and electronic reference materials which State and Insurance Company users **shall** be able to access for the life of the contract. Contractor **shall** provide, at minimum, the following materials:
 - 1. User Manual
 - 2. Frequently Asked Questions (FAQ) list
 - 3. Helpline phone numbers and how to submit an electronic help request
 - 4. Website URLs or location information for all other online and printed resources
- J. In the event that the Contractor makes any material alterations to the solution, the Contractor **shall** be required to update the training materials accordingly. The State and the Contractor **shall** mutually agree on what constitutes a "material alteration." The Contractor **shall** provide updated training materials at no additional cost to the State.

2.18 DISASTER RECOVERY AND BUSINESS CONTINUITY

- A. Prospective Contractor's should include, in Template T-6, a copy of their proposed Disaster Recovery and Business Continuity Plans (or a consolidated plan addressing both subjects). Sixty (60) calendar days before go-live, the Contractor **shall** provide to the State Project Manager or their designee a final plan(s) for his or her review and approval. The final plans **must** adhere to the following requirements:
 - 1. The Contractor **shall** include backup and recovery procedures which will allow recovery of the system and all data up to the moment of the disaster and successfully resume functioning within twenty-four (24) hours of any disaster.
 - 2. The Contractor **shall** include the following in the final plan(s):
 - a. Plan Objectives
 - b. What situations and conditions are covered by the Plan
 - c. Technical considerations
 - d. System fail over plans
 - e. Roles and responsibilities of Contractor staff
 - f. How and when to notify the State Project Manager
 - g. Recovery procedures
 - h. Procedures for deactivating the Disaster Recovery Plan
 - i. End of Contract Transition Plan demonstrating how the Contractor will transfer 100% of State-owned data back to the State or a subsequent Contractor.
 - 3. The solution **must** frequently and automatically back up data. All backup servers and backup data associated with the Arkansas instance of the Contractor-hosted solution **must** reside in the continental United States. The Contractor **shall** include data back-up provisions adhering to the following requirements and principles in their proposed Disaster Recovery and Business Continuity Plan:

- a. The System **must** backup and completely restore key system data files. Backup media should be common media readable by readily available hardware.
- b. If access to backed-up information depends on Contractor-owned hardware that is scheduled for discontinuation or prolonged downtimes, or if for any other reason the Contractor believes that its hardware or software may inhibit the State's access to backed up information at any point in time, the Contractor **shall** immediately notify and present a remedy in writing to the State Project Manager that the Contractor and the State Project Manager **must** mutually agree upon.
- c. The Contractor **shall** maintain a data backup schedule in accordance with the following requirements:
 - i. A weekly cycle providing a full backup of system information that reflects all project components, configurations, and data at the completion of that week's cycle, run on Sundays.
 - ii. A daily backup reflecting that day's processed information, Monday through Sunday.
 - iii. The Contractor **shall** furnish to the State Project Manager an electronic daily report delineating the completion of that day's backup, the status, and catalog of items backed up.
- B. The Contractor **shall** ensure the proposed system meets NIST (National Institute of Standards and Technology) standards for disaster recovery and contingency planning.
- C. The Contractor **shall** be required to test the Disaster Recovery Plan by doing a complete fail over of all test/production systems during the final testing stage and after initial rollout.
- D. The Disaster Recovery Plan **shall** be tested on an annual basis.
 - a. Testing **shall** be coordinated between the Contractor and DFA OIS Risk Management Office.
 - b. The State will evaluate the capability of the Disaster Recovery System to replicate all vehicle registration forms and functions available to agency users in the system being tested without any degradation of service.
 - c. Any changes made to the production environment **must** have a demonstrated way to be replicated in the Disaster Recovery environment and **must** be verified by testing.
 - d. The State **shall** have the right to request the Contractor completely fail over all test/production systems to the Disaster Recovery systems without advance notice to the Contractor.

2.19 DATA OWNERSHIP

- A. The State **shall** retain sole ownership, right, title and interest to all data stored in the Contractor-hosted solution. At the end of the contract the Contractor **shall** transfer 100% of State-owned data back to the State or to another Contractor at the request of the State. At the end of the contract and after confirmed transfer of 100% of State-owned data back to the State or their designee, the Contractor **shall** destroy all copies of the State-owned data the Contractor possesses.
- B. The Contractor **shall** ensure any data received from the State, Arkansas insurers, or citizens **must** be used solely for the purpose of this contract and not shared, reused, or disseminated to any other party or entity without the express written consent of the DFA Chief Information Officer.

2.20 DATA SECURITY

- A. Prospective Contractors **shall** submit a Data Security Plan that outlines the process of reporting security violations, security breaches, or any attempts to gain access to the system. The Contractor should provide a proposed Data Security Plan in Template T-6 that meets all the requirements set forth in this section of the RFP. The State and the Contractor **shall** mutually agree to the final plan within thirty (30) days of contract award. The Data Security Plan **must** include the following information:
 - 1. The name and contact information for an employee who **shall** serve as the State's primary security contact and be available to assist the State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. The security contact **must** be able to give a

detailed explanation of the breach and the impact of the breach. The security contact **must** also provide a detailed resolution so that the breach will not be repeated.

2. Automated notification processes within the solution that **must** be sent out to both Contractor and State Resources in the event of a breach.
-
- B. Any data located on servers **must** be physically and virtually secure from any unauthorized access using the strictest of accepted principles adhering to the International Information Systems Security Certification Consortium ((ISC)²) body of knowledge.
 - C. The Contractor **shall** notify the State of a security breach as soon as practicable, but no later than **four (4)** hours after the event is identified and the Contractor becomes aware of it.
 - D. Third parties or personnel from the Contractor that are not directly involved with the development **shall not** be allowed information relating to statistics or demographics of the State of Arkansas. Only staff with a need to know **shall** have access to such data.
 - E. At the end of the contract period, or at any time a hard drive is removed from use within the scope of this contract, the contractor **shall** erase, destroy, and render unrecoverable all data and certify in writing that these actions have been completed within thirty (30) days of the termination of this agreement or within 7 days of the request by the State, whichever **shall** come first. At a minimum, a "Clear" media sanitization **shall** be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A - see <http://csrc.nist.gov/>.
 - F. The Contractor solution (software and hardware) **must not** store any personally identifiable Arkansas citizen's information for any time longer than required by Arkansas State Law and the requirements of this RFP.
 - G. The Contractor **shall** ensure all logs are encrypted using AES-256.
 - H. The Contractor **shall** ensure all data being transmitted is encrypted and all stored data is encrypted at rest. Encrypting **must** be done with AES-256.
 - I. The Contractor **shall** ensure all the authorized State entities and insurers to have a unique user-id and password to access the Contractor's solution.
 - J. The Contractor **shall** ensure the system has role-based access levels for authorized Users.
 - K. The Contractor **shall** ensure DFA as the final authority to grant access to any user from other State Entities.
 - L. The Contractor **shall** coordinate and manage granting access to insurers doing business in the State of Arkansas.
 - M. The Contractor portal to upload insurance information **must** be configurable to lock out an operator after a State-assigned number of failed attempts to log in.
 - N. The Contractor system **must** include a complex or strong password requirement that includes the following at a minimum:
 - Minimum of eight (8) characters in length.
 - Have at least one (1) upper case.
 - Have at least one (1) lower case.
 - Have at least one (1) number.
 - Have at least one (1) special character.
 - Lock the user ID after five (5) sequential incorrect password attempts.
 - Password reuse prohibited for 12 generations.
 - The user **must** change the password every 120 days.
 - Notify the user to change the password at 110 days and 115 days after password creation.
 - Reset the user ID if the password is not changed at 120 days after creation.

- Each user must have a unique user ID to access the Contractor System. Same user ID cannot be logged to the System at the same.

2.21 **END OF CONTRACT TRANSITION**

- A. Upon termination or expiration, should any subsequent contract for online insurance verification be awarded to a provider other than the awardee of this RFP, the then current Contractor **shall**, to the greatest extent possible and reasonable, cooperate with DFA in initiating a smooth and orderly transition to the next vendor.

2.22 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Table 1: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Table 1: Performance Standards

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
<i>Submittal of Required Plans</i>	All required plans shall be submitted and finalized within the timeframe allowed for in the RFP. This shall include, but not be limited to: The Implementation Plan, Staffing Plan, Testing Plan, Training Plan, Disaster Recovery and Business Continuation Plan, Data Security Plan, Maintenance Plan, and Ongoing User & Technical Support Plan.	\$250 per day, per plan, for each day that plan is late.
<i>Testing and Correction of Deficiencies</i>	A Corrective Action Plan (CAP) is submitted within five (5) days to address and fix all deficiencies identified both during system testing as set forth in the RFP and ongoing for the life of the contract within allotted timeframe as stated in the approved CAP.	\$2500.00 per business day for each business day the CAP is late and/or \$2500.00 per calendar day for each calendar day the deficiency remains uncorrected past the date stated in the CAP.
<i>Solution Delivery</i>	Fully-functioning solution shall be delivered by the go-live date mutually agreed upon during Contract negotiations.	\$250 per day for each day that the System is late past the mutually agreed upon Go-Live date.
<i>System Uptime</i>	The System shall maintain an overall uptime (be operationally available) of 99.5% during normal business hours	98.5 to 99.4% - 1% of Monthly Total Cost 97.5% - 98.4- 2% of Monthly Total Cost 96.5% - 97.4- 3% of Monthly Total Cost

		<p>An additional 1% per month per percentage below.</p> <p>Below 75% may be grounds for contract termination</p>
<i>System Response Time</i>	<p>The System shall have a ninety (95) percent or greater user response time of under five (5) second.</p>	<ul style="list-style-type: none"> ▪ 85% to 89.9% - 1% of Monthly Total Cost ▪ 80% to 84.9% - 2% of Monthly Total Cost ▪ 75% to 79.9% - 3% of Monthly Total Cost <p>Below 75% may be grounds for contract termination</p>
<i>Technical and User Support</i>	<p>The Contractor shall provide resolution of High Priority Issues within four (4) hours</p> <p>The Contractor shall provide resolution of Medium Priority Issues within one (1) week.</p> <p>The Contractor shall provide resolution of Low Priority Issues within two (2) weeks.</p>	<p>\$500.00 credit for each hour past four (4) hours a High Priority Issue was not resolved.</p> <p>\$500.00 credit for each day over one (1) week Medium Priority Issue was not resolved.</p> <p>\$500.00 credit for each day over two (2) weeks a Low Priority Issue was not resolved.</p>
<i>Notice Mailings</i>	<p>Initial 450,000 Non-Compliance Notices shall be sent within the timeframe agreed upon at time of contract award.</p> <p>Ongoing Non-Compliance letters shall be sent within the agreed upon timeframe of the Contractor receiving file from DFA.</p>	<p>\$1,000.00 per day, for each day past the agreed upon timeframe until all of the initial 450,000 non-compliance letters have been sent.</p> <p>\$250.00 per day for each day past the agreed upon timeframe until all monthly non-compliance letters have been sent.</p>
<i>Service Packs</i>	<p>The Contractor shall notify DFA's CIO or their designee in writing of all upcoming service packs and software patches at least sixty (60) days prior to their release.</p>	<p>\$300.00 per day for every calendar day less than sixty (60) days the Contractor does not provide written notice to DFA.</p>
<i>Reporting</i>	<p>All reports must be submitted no later than 2 weeks from the end of the previous month.</p>	<p>\$100 per day, per report, for each day each report is late.</p>
<i>Disaster Recovery</i>	<p>System must resume functioning within twenty-four (24) hours of a disaster.</p>	<p>\$3500.00 per day for each day past the initial twenty-four (24) hour period.</p>

Security Breach Notification	Notification to Contract Monitor within four (4) business hours of a security breach.	\$250 per business hour for each additional business hour the Contract Monitor is not notified of a security breach.
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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 will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

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 committee, 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 *Evaluation* section has been divided into sub-sections.

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
PROSPECTIVE CONTRACTOR EXPERIENCE			
Corporate Background and Experience (T-2 Section 2)	5	6	42
Legal Consideration (T-2 Section 3)	5	2	14
PROSPECTIVE CONTRACTOR STAFFING			
Key Personnel/ Resumes (T-3 Sections 1, 2, & 3)	5	3	21
Staff Retention (T-3 Section 4)	5	3	21
REQUIREMENTS			
Coordination and Communication (T.4 E.1 & T-5 E.1)	5	6	42
Web Based Application Interface (T.4 E.2 & T-5 E.2)	5	8	56
System to System Connection Interface (T-4 E.3 & T-5 E.3)	5	8	56
Data Upload and Download Requirements (T-4 E.4 & T-5 E.4)	5	6	42
Reporting (T-4 E.5 & T-5, E.5)	5	3	21
System User Access (T-4 E.6 & T-5 E.6)	5	6	42
Auditing (T-4 E.7 & T-5 E.7)	5	4	28
Data Storage and Retention (T-4 E.8 & T-5, E.8)	5	5	35
System Alerts (T-5, E.9)	5	5	35
Solution Infrastructure and Implementation (T-5, E.10)	5	6	42
PLANS			
Implementation Plan	5	4	28
Testing Plan	5	5	35
Training Plan	5	2	14
Disaster Recovery and Business Continuity Plan	5	4	28
Data Security Plan	5	4	28
Maintenance Plan	5	4	28
Ongoing User and Technical Support Plan	5	6	42
Total Technical Score	105	100%	700

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

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

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

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

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 300 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 **DEMONSTRATION SCORE**

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

3.3 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest seven (7) year Grand Total as shown in Table One (1) on the *Cost Proposal Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost

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

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.4 **GRAND TOTAL SCORE**

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

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

3.5 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. The Prospective Contractor **shall** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices 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 goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

A. The State will not:

1. 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 Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.

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

4.3 **CONDITIONS OF CONTRACT**

- A. 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. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 **STATEMENT OF LIABILITY**

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

4.5 **RECORD RETENTION**

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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 Contractor **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 has the right to require additional information pertaining to the requested increase.

- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

4.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 has 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 Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

4.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments](#) to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

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

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 Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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