



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

## DRAFT - REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

| SOLICITATION INFORMATION |  |                      |           |
|--------------------------|--|----------------------|-----------|
| Bid Number:              | SP-18-0072                             | Solicitation Issued: | 3/28/2018 |
| Description:             | Mobile Device Data Collection Solution |                      |           |
| Agency:                  | Arkansas Agriculture Department        |                      |           |

| SUBMISSION DEADLINE FOR RESPONSE   |   |                   |                         |
|--|---|-------------------|-------------------------|
| Bid Opening Date:  | Estimated to be May 16, 2018.<br>Date to be finalized when the Final RFP is posted. | Bid 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 bid 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 bid opening date and time. Proposals received after the designated bid 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<br/>1509 West 7<sup>th</sup> Street, Room 300<br/>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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></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 bid identification purposes.</p> <ul style="list-style-type: none"> <li>Bid number</li> <li>Date and time of bid opening</li> <li>Prospective Contractor's name and return address</li> </ul>  |

| OFFICE OF STATE PROCUREMENT CONTACT INFORMATION |   |                              |              |
|---|---|------------------------------|--------------|
| OSP Buyer:                                      | Timothy Smith   | Buyer's Direct Phone Number: | 501-371-6070 |
| Email Address:                                  | <a href="mailto:timothy.smith@dfa.arkansas.gov">timothy.smith@dfa.arkansas.gov</a>  | OSP's Main Number:           | 501-324-9316 |
| OSP Website:                                    | <a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a> |                              |              |

## **NOTICE TO PROSPECTIVE CONTRACTORS**

### **THE RELEASE OF THIS DRAFT RFP SERVES AS AN “INTENT TO POST”**

Due to the magnitude of the scope of this solicitation and its specifications the Office of State Procurement posts this Draft RFP in advance of the official posting of the final RFP solicitation document for SP-18-0072.

Because OSP expects this Draft RFP to substantially mirror the final, official RFP, Prospective Contractors may utilize this Draft RFP to begin compiling their proposal response; however, a Prospective Contractor’s final proposal submission ***must be based solely on the final, official RFP solicitation document*** which is anticipated to be formally issued around April 25, 2018. Any “Questions and Answers” documents, Addendum documents, or other documents produced and posted under this Draft to be incorporated into the official RFP solicitation will be incorporated into the official RFP solicitation that is formally issued and posted as such. **The formally issued RFP solicitation document will be the final expression of the RFP, completely extinguishing and replacing this Draft RFP.**

## **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 the Arkansas Agriculture Department (AAD) to obtain proposals and a contract for a mobile device data collection solution.

### **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 August 1, 2018, 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.

### **1.4 BID 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 disqualified 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 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.

**1.7 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.
- B. Prospective Contractor(s) **shall** use the Response Templates provided by the State.
- C. 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.
- D. It is the Prospective Contractor's responsibility to ensure its Proposal is submitted in a manner that enables AAD to easily locate all response descriptions and exhibits for each requirement in the respective SOW within this RFP.
- E. The following illustrates at a high level the contents of each proposal package:

**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.

| 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 <b>shall</b> provide a signature by an individual authorized to bind the Prospective Contractor on the Response Template T-1 marked "ORIGINAL." The signature <b>must</b> 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 should be provided.</p> <p>The Technical Proposal <b>must</b> include at least two (2) references (for the Prime Contractor) from projects performed within the last three (3) years that demonstrate the Prospective Contractor's ability to provide a solution described in the SOW of this RFP. If the Proposal includes the use of subcontractor(s), the Prospective Contractor <b>must</b> provide two (2) references 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> |

| Section / Template | Name  | Description  |
|--------------------|---|--|
| T-3                | Prospective Contractor Engagement Organization and Staffing | The Technical Proposal should include: key staff; and subcontractor(s) key staff, if applicable.<br>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. |
| T-4                | Requirements Approach                                       | 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.   |
| T-5                | Required Plans  | This section of Technical Proposal should include the proposed plans requested in this RFP, including the Implementation Plan, Testing Plan, and Training 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.  |
| T-6                | RFP Response Checklist                                      | 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.  |

**2. Package 2 – Cost Proposal (see below)**

This portion of the Proposal **shall** include Template C-1 — Official Bid Price Sheet as described below. The Prospective Contractor **shall** follow all of the instructions contained within the Response Template. See section 1.11 for more information and instructions.

- B. Prospective Contractor’s **must** submit six (6) hard copies, and one (1) electronic copy of the Technical Proposal. Prospective Contractor’s **must** submit one (1) hard copy, and one (1) electronic copy of the Cost Proposal. One (1) hard copy of the Technical Proposal and Cost Proposal **must** be clearly identified on the cover and packaging as the Proposal ORIGINAL.

Prospective Contractor’s **shall** place the Cost Proposal in a single SEALED package, separate from the Technical Proposal, clearly marked as the Cost Proposal with the Prospective Contractor’s name and the RFP number.

The electronic copy of the Technical Proposal and Cost Proposal (e.g., searchable pdf) may be submitted on CDs, DVDs and/or USB storage devices. Electronic copy **shall not** include submission by email or fax. The Prospective Contractor should make reasonable attempts to ensure that the electronic copy media is “locked” to avoid unintentional changes to the submission.

- C. Proposal response **must** be in the English language.
- D. Pricing **must** be proposed in U.S. dollars and cents.
- E. One (1) redacted (marked “REDACTED”) copy the original *Technical Proposal*, preferably on a flash drive. A CD will also be acceptable. 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 April 11, 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 **shall** 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 April 25, 2018. 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 **shall** notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors **shall** 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 bid 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 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 disqualified.

#### 1.10 **SUBCONTRACTORS**

- A. Prospective Contractor **shall** complete and submit the Subcontractor Contact Information included in 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 - Official Bid Price Sheet(s) 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 - *Official Bid Price Sheet* is provided as a separate Excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the bid opening.
- C. Template C-1 - *Official Bid Price 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 Official Bid Price 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 **shall** be submitted on a flash drive in the *Technical Proposal*. A CD is also acceptable. 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 Official Bid Price 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 bid opening may extend the bid opening 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 bid 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](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 91<sup>st</sup> 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 **shall** be included on the *Proposal Signature Page*.

### 1.19 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but **shall** also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. 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 by 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 disqualified.

### 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:

<http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

**1.25 VISA ACCEPTANCE**

- A. Awarded Contractor **shall** 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 disqualified.

**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 PURPOSE**

This Request for Proposal (RFP) is issued by the Arkansas Office of State Procurement (OSP) for the Arkansas Agriculture Department (AAD) to obtain proposals and a contract for a mobile device data collection solution.

### **2.2 BACKGROUND**

The Arkansas Agriculture Department is dedicated to the development and implementation of policies and programs for Arkansas agriculture and forestry to keep its Farmers and Ranchers competitive in national and international markets while ensuring safe food, fiber and forest products for the citizens of the state and nation.

The Arkansas Agriculture Department (AAD) is comprised of the Arkansas Livestock and Poultry Commission, Arkansas Forestry Commission and the Arkansas Plant Board. Each group conducts field inspections, testing, certifications and licensing.

### **2.3 OBJECTIVES**

- A. Improve field data gathering task efficiency, accuracy, data input, storage, retrieval, reporting and associated resource management.
- B. Deploy a single solution that encompasses the needs of all branches of AAD.

### **2.4 CURRENT ENVIRONMENT**

AAD currently utilizes a paper-based process for work forms. Forms are currently in the following formats: Adobe, Word, and Excel. These forms are used for off-site surveys, examinations, certifications, licenses, testing, data gathering, validations, credentialing and information exchanges and are entered into a database.

### **2.5 MINIMUM PROSPECTIVE CONTRACTOR QUALIFICATIONS**

To realize the objectives stated above the State of Arkansas is issuing this RFP to contract with a Contractor who has experience installing this type of solution. As such, the State has established mandatory qualifications that **must** be met to submit a proposal. They include:

- A. The Prospective Contractor **must** have at least three (3) years' experience with two (2) engagements similar in size, complexity and scope to this procurement that include the delivery of a mobile data capture solution.
- B. The Prospective Contractor's system **must** have a customer base that has demonstrated scalability for a single customer instance that meets or exceeds 150 users.

Prospective Contractor's should include their qualifications in Template T-1 and T-2.

### **2.6 TECHNOLOGY**

#### **A. Platform**

The solution **must** support a multi-tenant environment allowing an agency to establish one unified technology platform while also allowing for forms creation and data collection to be segregated within the agency.

#### **B. User Interfaces**

1. The administrative interface **must** be available through a server-based interface and via web browser for desktop usage. Mobile devices **must** have a downloadable application.
2. There **must** be an administrative interface for managing forms, groups, users, roles, and all other routinely administered features of the software.

#### **C. Hosting**

The AAD solution **must** be hosted on-premise behind the agency's firewall. AAD **shall not** accept solutions that are cloud based.

D. Mobile

The following versions **must** be supported. As version upgrades are introduced they **must** be supported.

1. Android 8.1 and above
2. iOS 11 and above

E. Desktop

The following versions **must** be supported. As version upgrades are introduced they **must** be supported.

1. Windows 7 and later

F. Database

The following versions **must** be supported. As version upgrades are introduced they **must** be supported.

1. SQL 2008R2 and later
2. Windows Server 2008 R2

G. Browsers

The following versions **must** be supported. As version upgrades are introduced they **must** be supported.

1. Internet Explorer 11 and above
2. Safari 11 for Mac and Safari 5 for Windows and above
3. Latest version of Edge and above
4. Mozilla Firefox 58.0 and above
5. Chrome 64 and above

H. Security Protection

The following **must** be supported.

1. Malwarebytes Cloud Version
2. Windows Defender
3. Windows Firewall

I. Software

No specialized drivers, applications or emulators should be required to be installed on the supported hardware devices besides the toolset/application itself.

## 2.7 USERS

A. AAD anticipates 150 users of the solution. This can be broken broadly into the following categories:

1. System Administrators: The System Administrator will manage the installation and system operations of the solution and **must** be able to at a minimum:
  - a. Define roles for read or write access to forms and reports.
  - b. Define user roles.
  - c. Define permissions to forms for specific users.
2. System Designers: The System Designers will access the system to accomplish form migration, creation, editing, testing and deletion while also accessing saved data for routine and ad-hoc reporting.
3. Field Users: Field User(s) will access the system to accomplish field inspections, testing, certifications, licensing and information sharing tasks.

- B. The system **must** be scalable to at least 150 users.
- C. Upgrading the number of licenses **must** be a server based effort.
- D. Mobile form authorization **must** be role-based.
- E. Users **must** be able to be assigned to groups and roles.
- F. Solution **must** provide the ability to configure a variety of roles.
- G. Prospective Contractors **shall** include user license cost in Table 2, 6, and 7 of Template C-1 – Official Bid Price Sheet. License costs **must** be all-inclusive.

## 2.8 **DATABASE DESIGN AND MANAGEMENT**

- A. All applications, software, and tools **must** be compatible with Microsoft SQL as defined in 2.6 above.
- B. The Server software **must** support Active Directory and be Lightweight Directory Access Protocol (LDAP) compliant for user credentialing.
- C. The server software **must** be extensible to support import and export of data through APIs and common export file formats e.g. Excel, PDF, CSV etc.
- D. Scripting **must** be possible to run on the Server side as well as directly on the mobile devices.
- E. Server **must** maintain an audit trail of all changes to the forms, who processed a form, or if in a queue, at what stage the form transaction is in.
- F. Each transaction file **must** record date and time stamps of all processed data elements.
- G. Version control and images of completed forms for back-up purposes **must** be stored on the server.
- H. The result of any forms transactions **must** be stored on the server for analysis, accessibility and or reporting.
- I. The software **must** have the ability via SQL to capture, compile, store and be able to generate or export this data in the reporting formats indicated in this RFP.
- J. The software **must** support customizable email and email scheduling.
- K. AAD will provide the Contractor revocable access credentials to connect into the database for both input and output operations.

## 2.9 **WORKFLOW CAPABILITY**

- A. The system **must** provide highly configurable workflow capability to meet the changing needs of AAD.
- B. Authorized users **must** be able to create workflows for forms. Examples of workflows include but are not limited to, approval requests and task assignment.
- C. Workflows **must** be able to be triggered by values of fields in a form.
- D. Workflows **must** function via Group membership, wherein forms can be sent from one group to another in a queue, with email notification to users in that group
- E. Authorized users **shall** be able to assign forms to users for them to complete. Upon assignment, the user **shall** be able to be notified of the new task on a mobile device.

## 2.10 **INITIAL FORM CREATION**

- A. AAD has approximately 100 forms that will initially need to be designed in the new solution.
- B. Exhibit A contains a sampling of the types of forms that will need to be designed.

- C. Contractor **shall** provide assistance and training to AAD in creating a portion of the forms during the implementation phase.
- D. Prospective Contractors **shall** include all costs for providing assistance and training for initial form creation assistance in Table 3 of Template C-1 – Official Bid Price Sheet. Costs **must** be all-inclusive and include all activities necessary to fully create forms.

## 2.11 **FORM DESIGN AND CAPABILITIES**

- A. The form design tool **must** be Web based and allow for an unlimited number of forms.
- B. The form design tool **must** provide a selection of design elements that allow AAD to quickly complete a form design. AAD has a preference for “drag and drop” form creation.
- C. The form design tool **must** allow for data input from voice and hard/soft keyboard. It is preferable that data input from stylus and RFID readers be available.
- D. The design user **must** have form field validation.
- E. The design user **must** have the ability to “preview” and test the design. This **must** be performed directly within the design tool without any need for compiling or any other build steps.
- F. The design user **must** have the ability to save a draft form.
- G. The form design tool **must** allow a user to indicate which fields are to be pre-filled and indicate the data source which in turn provides the pre-filled data elements.
- H. Once forms are published they **must** be easily maintained and or modified by a design user who does not have a technical/programming background.
- I. When forms are added or modified, changes **must** automatically be delivered to a user device upon log-in and authentication.
- J. Technology **must** be included for giving multi-modal (aural and visual) feedback to a user as they enter data on a form to reduce data entry errors at the point of capture.
- K. Validation of form submissions **must** be available in the system.
- L. Technology **shall** be included for automatically generating messages including but not limited to email by interacting with forms.
- M. Forms **must** have the ability to capture signature directly on the mobile device.
- N. Forms **must** be savable in PDF.
- O. Software **must** be able to support selectable email notifications if a form has been submitted.
- P. Software **must** be able to support selectable email notifications based on a pre-determined field tested true or false for a specific condition.
- Q. The form design tool **must** be able to capture GPS Location.
- R. The form design tool **must** be able to capture documents and attachments.
- S. The form design tool **must** be able to capture images. It is preferable that the images be captured with annotations.
- T. The form design tool **must** be able to capture calculated fields.

#### U. Offline Capabilities

1. Mobile devices **must** be able to download relevant forms, business rules, and workflows for offline use.
2. Mobile solution **must** store results of a draft form on a user device due to no connectivity.
3. Data **must** be encrypted both at rest and in motion.
4. When a device connects to an approved agency network, the solution **must**:
  - a. Allow users to submit the data, or
  - b. Automatically submit data

### 2.12 **REPORTING**

- A. The solution **must** have a reporting feature that provides a dashboard with the following:
  1. Real-time charts with different aggregation types
  2. Data drill down with filtering
  3. Viewing capability available on desktops and mobile devices
  4. Role-based data filtering
  5. Role-based access control
  6. Ad-hoc reporting capability
  7. Ability to distribute reports via email
  8. Ability to export reports into the following formats: PDF, JPEG, CSV, XML, and XMLS. It is preferable that reports can be exported into a TIF format.
- B. The analysis and reporting capabilities are preferred via Microsoft Power BI.

### 2.13 **PROJECT STAFFING**

- A. Prospective Contractor's should submit a staffing plan in Template T-3 for the implementation of the solution.
- B. AAD and the Contractor **shall** agree on a final Staffing Plan no later than thirty (30) calendar days after Contract Award.
- C. The Contractor **shall** include, in the Staffing Plan, individuals with sufficient technical expertise and experience to accomplish the implementation and oversight of the solution.
- D. The Contractor **shall** identify, in the Staffing Plan, key personnel, including but not limited to the individual charged with managing Implementation and the Account Manager.
  1. The Account Manager will serve as the primary contact after solution Go-Live.
- E. The Contractor **shall** include, in the Staffing Plan, a provision to address the vacancies of the Account Manager or other key personnel.
  1. 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.
  2. The State **shall** have the right to approve or reject proposed replacements.
- F. The State **shall** have the right to approve or reject proposed staff members prior to the finalization of the plan after Contract Award.



- G. The Contractor **must** be onsite for the duration of the project dedicated to performing the activities required to complete the implementation.
- H. The Contractor's Staffing Plan should include all proposed subcontractors. In the event that the Contractor wishes to change a Subcontractor during the term of the Contract, the Contractor **shall**:
  - 1. Notify the AAD Contact of the need to replace an existing Subcontractor as soon as the need arises. Replacement Subcontractors required to successfully complete the contract **must** be at no additional cost to the State.
  - 2. If at any point after contract award the Contractor requires the use of an additional Subcontractor(s) not previously disclosed to the State, the Contractor **shall** notify the AAD Contact as soon as the need arises. Additional Subcontractors required to successfully complete the contract **must** be at no additional cost to the State.
  - 3. Any new Subcontractors **must** adhere to all requirements for Subcontractors found in this RFP and the Contract.
  - 4. Approval of any additional or replacement subcontractors **must** be at the discretion of AAD.

#### **2.14 USER SECURITY**

- A. The system **must** allow for single factor authentication with a user name and password.
  - 1. This access **must** be controlled via active directory and LDAP to allow the new program to communicate securely with our domain controller to keep a current copy of all user credentials.

#### **2.15 DATA STORAGE AND OWNERSHIP**

- A. The State **shall** retain sole ownership, right, title and interest to all data stored in the Solution.

#### **2.16 IMPLEMENTATION**

- A. Prospective Contractor's should submit a plan for the implementation of the solution (the "Implementation Plan") in Template T-5.
- B. The Implementation Plan should include all tasks required to complete the implementation project through completion of Go-Live. This Implementation Plan should demonstrate that the Prospective Contractor has a thorough understanding of all activities required to deploy the Solution. The Prospective Contractor should provide a schedule with the shortest duration while providing enough time to perform the activities required as outlined in the RFP and without interruption to business operations.
- C. AAD and the Contractor **shall** agree on a final Implementation Plan no later than thirty (30) calendar days after Contract Award.
- D. Implementation **must** begin as soon as possible after the final implementation plan has been accepted by AAD.
- E. During implementation, the Contractor **shall** provide written status reports at the end of each work week to the AAD Contact in a format approved by AAD. The status reports **shall** include:
  - 1. An executive summary of work performed during the past week
  - 2. Work planned for the upcoming week
  - 3. Issues that require management attention
  - 4. Deliverable status
  - 5. Defect matrices
  - 6. Risks

- F. Prospective Contractors **shall** include implementation costs for the solution in Table 3 of Template C-1 – Official Bid Price Sheet. Implementation costs **shall** be all-inclusive and include all activities necessary to fully implement the system, which includes Go-Live.

## 2.17 TESTING

- A. Prospective Contractor's should submit a testing plan for the system in Template T-5.
- B. AAD and the Contractor **shall** agree on a final Testing Plan no later than thirty (30) calendar days after Contract Award.
- C. The Contractor **shall** be the lead and be responsible for the system testing effort. The Contractor **must** define a testing methodology that ensures the entire system is functioning without issues.
- D. The Contractor's methodology **must** be aligned with industry standard methodologies.
- E. The Contractor, in collaboration with AAD, **shall** be responsible for performing all testing required to fully test the system including:
1. System Integration Testing — Ensure the Solution supports end-to-end business processes. Performed by the Contractor with assistance from AAD.
  2. Performance/Stress Testing — Ensure the Solution will meet AAD's performance needs. Performed by the State to ensure the entire Solution and Architecture continues to meet AAD's performance requirements. The Contractor **shall** coordinate with AAD.
  3. User Acceptance Testing — Ensure each "unit" performs as outlined in the technical design. Performed and lead by AAD end-users (AAD will develop test scripts leveraging the test scripts provided by the Contractor, focusing on unconventional situations) with support from the Contractor.
- F. Both a testing environment and a production environment **must** be established so that users will be able to test the system and subsequent new features without effecting ongoing production.
- G. The following **must** be adhered to regarding correction of deficiencies:
1. A plan to address and fix all deficiencies identified through testing **must** be submitted within two (2) business days of its identification.
    - i. This plan includes but is not limited to the development of a Corrective Action Plan (CAP) for each defect or deficiency.
    - ii. The CAP **must** 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.
    - iii. Each CAP **shall** be subject to the review and approval by the AAD Contact.
  2. Deficiencies must be organized by criticality. Deficiency levels **shall** be defined as:
    - i. Low – Deficiencies **must** be corrected within forty-eight (48) hours of acceptance of the CAP.
    - ii. Medium – Deficiencies **must** be corrected within twenty-four (24) hours of acceptance of the CAP.
    - iii. High – Deficiencies **must** be corrected within twelve (12) hours of acceptance of the CAP.
  3. Specific definitions of what each criticality level entails **shall** be mutually agreed to within thirty (30) days of contract award.
- H. AAD **shall** have final authority to accept all deficiency corrections.

**2.18 SUPPORT****GO-LIVE SUPPORT**

- A. The Contractor **shall** provide a detailed list of specific activities for go-live in their Implementation Plan in Template T-5 of their response.
- B. Go-live **shall** be dependent on successful UAT (See Section 2.17)

**POST GO-LIVE SUPPORT**

- A. The Contractor **shall** provide on-going user support beginning at the time of Go Live and continuing for the life of the contract.
- B. The Contractor **shall**:
  - 1. Provide Standard Support to designated State Personnel via telephone, at minimum, Monday-Friday, 8am-4:30pm CST, excluding State Holidays.
  - 2. Provide English speaking Telephone Support Staff.
  - 3. Provide resolution of High Priority Issues within four (4) hours. High Priority **must** include at a minimum connectivity issues across the entire system.
  - 4. Provide resolution of Medium Priority Issues within twenty-four (24) hours. Medium Priority **must** include issues relating to or symptomatic of affecting a specific department or location.
  - 5. Provide resolution of Low Priority Issues within three (3) days. Low Priority **must** include issues relating to a single item such as those which would affect a single user, device, or location.
- C. All ongoing user support costs **shall** be included in Table 5 and 8 of Template C-1 – Official Bid Price Sheet.

**ONGOING SYSTEM MAINTENANCE AND UPDATES**

- A. The Contractor **shall** provide on-going regular updates and maintenance to the solution.
- B. The Contractor **shall** provide all maintenance and updates to the solution in accordance with the requirements below:
  - 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 **shall** ensure that any solution updates or maintenance will not compromise or negatively impact or interrupt any configurations or customizations made by the Contractor or AAD to the solution.
  - 3. The Prospective Contractor's should address these topics in the applicable sections of Template T-4.
- C. All ongoing system maintenance and update costs **must** be included in maintenance and support fees included in Table 5 and 8 of Template C-1 – Official Bid Price Sheet.

**2.19 TRAINING**

- A. The Contractor **shall** train AAD staff in accordance with the direction in this section.
- B. Prospective Contractor's should submit a Training Plan in Template T-5 and provide the requested narrative descriptions of its training approach in Template T-4.
- C. The Contractor and AAD **shall** mutually agree to the Training Plan within thirty (30) days of Contract Award.
- D. Prospective Contractors shall include costs for training activities as required in the RFP in Table 4 of Template C-1 – Official Bid Price Sheet.
- E. End user training **shall** be provided to the following user groups:
  - 1. System Administrators – Approximately two (2) users

2. System Designers – Approximately ten (10) users
  3. Field Users – approximately ten (10) users
- F. Contractor **shall** provide in-person training at AAD facilities.
- G. Technical and end user administrator knowledge transfers **must** be performed by the Contractor to assure that the Systems Administrator can maintain the installation or perform a re-install if necessary, and that the end user can sufficiently maintain business rules and mandates.
- H. 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 the system.
- I. The Contractor **shall** develop appropriate trainings for each user type. The Contractor **shall** address, at a minimum, the following learning objectives in its curriculum development and subsequent training materials:
1. How to Access Technical Support including by phone and electronically
  2. Troubleshooting Common Problems
  3. How to utilize Dashboard
  4. Report Generation
  5. System Configuration and Maintenance
  6. Form Creation
  7. Form Usage (data entry)
- J. Contractor **shall** develop curriculum and take-away materials for each user type. The Contractor **shall** include printed and electronic reference materials which the State resources **shall** be able to continue to access after training is concluded. Contractor **shall** provide, at a minimum, the following materials:
1. User Manual
  2. Frequently Asked Questions (FAQ) list
  3. Helpline phone numbers
  4. Website URLs or location information for all other online and printed resources
- K. In the event that the Contractor makes any material alterations to the solution, the Contractor **shall** be required to update the training materials accordingly and may be required to perform a mutually agreeable amount of classroom training at AAD facilities. The State and the Contractor **shall** mutually agree on what constitutes a “material alteration.” If such training requires an additional cost to the State, it **must** be at the “additional training” cost provided in Table 9 of Template C-1 – Official Bid Price Sheet.

## 2.20 DOCUMENTATION

- A. The Contractor **shall** provide user documentation, including, but not limited to:
1. Procedural definitions of system user identity and access management (both internal and external users).
  2. On-line documentation, field level or otherwise, preferably in an industry standard, searchable help format such as a Microsoft Help or PDF or HTML file.
  3. Planning and installation documentation for product upgrades.
  4. A detailed system configuration design.
  5. A detailed description of system installation and configuration documentation.

6. Installation instructions for all software components, including client computers, network servers, peripheral devices, instrumentation, databases, and any other vendor supplied utilities or existing AAD assets which are required for the software to be implemented and supported by the AAD IT systems administrator.
7. Record layouts for all files and database tables used in the system.
8. Any special backup, restore, and/or recovery procedures.
9. Access to a Contractor supported Web site containing documentation enhancements, bug reports, patches, etc.
10. Access to a Contractor supported Web site containing training tutorials.
11. Any additional documentation as required throughout this RFP for the creation of Forms, Workflows and reports.

**2.21 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. The *Performance Standards* table below 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, **shall** 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. **Shall** 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.

| Service Criteria  | Acceptable Performance   | Damages for Insufficient Performance   |
|---|--|--|
| <p><b>Submittal of Required Plans</b><br/>The Contractor <b>shall</b> submit and finalize all required plans within the timeframe allowed for in the RFP. This includes but is not limited to: the Implementation Plan, Training Plan, Testing Plan, and Staffing Plan.</p> | <p>Implementation Plan, Training Plan, Testing Plan, and Staffing Plan delivered no later than thirty (30) calendar days after contract award.</p> | <p>\$500 per day, per plan, for each day that plan is late.</p>  |
| <p><b>Testing and Correction of Deficiencies</b><br/>The Contractor <b>shall</b> address and fix all deficiencies identified both during system testing as set forth in RFP Section 2.17 and ongoing for the life of the contract.</p>                                      | <p>Corrective Action Plan (CAP) submitted within 2 business days, and deficiency corrected within allotted timeframe as stated in the RFP.</p>     | <p>\$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</p> |

| Service Criteria   | Acceptable Performance   | Damages for Insufficient Performance  |
|--|--|---|
| <p><b>Solution Delivery</b><br/>                     The Contractor <b>shall</b> deliver a fully-functioning mobile data capture system per the requirements set forth in this RFP and the subsequent contract, by the go-live date mutually agreed upon within thirty (30) days of contract award.</p>  | <p>Fully-functioning solution delivered by the go-live date mutually agreed upon.</p>  | <p>stated in the RFP.<br/>                     1% of the implementation cost for each week that the System is late past the mutually agreed upon Go-Live date.</p>  |
| <p><b>Training</b><br/>                     The Contractor <b>shall</b> complete all training activities as required in RFP Section 2.19.</p>  | <p>All designated AAD staff will be trained by the date mutually agreed upon within thirty (30) days of contract award.</p>  | <p>\$500.00 per day for each day training activities are incomplete past the date agreed.</p>   |
| <p><b>On-going User Support</b></p> <p>The Contractor <b>shall</b> provide resolution of High Priority Issues within four (4) hours</p> <p>The Contractor <b>shall</b> provide resolution of Medium Priority Issues within twenty-four (24) hours.</p> <p>The Contractor <b>shall</b> provide resolution of Low Priority Issues within three (3) days.</p> | <p>High Priority Issues resolved within four (4) hours.</p> <p>Medium Priority Issues resolved within twenty-four (24) hours.</p> <p>Low Priority Issues resolved within three (3) days.</p> | <p>\$1000.00 credit for each hour past four (4) hours a High Priority Issue was not resolved.</p> <p>\$750.00 credit for each hour over twenty-four (24) hours a Medium Priority Issue was not resolved.</p> <p>\$500.00 credit for each day over three (3) days a Low Priority Issue was not resolved.</p> |

**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* to verify submission Requirements have been met. *Technical Proposals* that do not meet submission *Requirements* will be disqualified 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*.
  - 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 |
|--|-----------------------------|-----------------------------------|-----------------------------------|
| <b>Prospective Contractor Experience</b>                     |                             |                                   |                                   |
| Corporate Background and Previous Experience (T-2 Section 1) | 5                           | 5%                                | 35                                |
| References (T-2 Section 2)                                   | 5                           | 5%                                | 35                                |
| <b>Prospective Contractor Staffing</b>                       |                             |                                   |                                   |
| Engagement Organization and Staffing Plan (T-3 Section 1)    | 5                           | 3%                                | 21                                |
| Key Personnel (T-3 Section 2 and 3)                          | 5                           | 5%                                | 35                                |
| Roles and Responsibilities (T-3 Section 4)                   | 5                           | 2%                                | 14                                |
| <b>Requirements</b>  |                             |                                   |                                   |
| Technology Approach (T-4 Section 1)                          | 5                           | 10%                               | 70                                |
| Software (T-4 Section 2)                                     | 5                           | 10%                               | 70                                |
| Users (T-4 Section 3)  | 5                           | 3%                                | 21                                |
| Database Design and Management (T-4 Section 4)               | 5                           | 5%                                | 35                                |
| Workflow (T-4 Section 5)                                     | 5                           | 4%                                | 28                                |
| Initial Form Creation (T-4 Section 6)                        | 5                           | 5%                                | 35                                |
| Form Design and Capabilities (T-4 Section 7)                 | 5                           | 4%                                | 28                                |
| Reporting (T-4 Section 8)                                    | 5                           | 4%                                | 28                                |
| Security (T-4 Section 9)                                     | 5                           | 4%                                | 28                                |
| Support (T-4 Section 10)                                     | 5                           | 3%                                | 21                                |
| Training (T-4 Section 11)                                    | 5                           | 4%                                | 28                                |
| Lessons Learned (T-4 Section 12)                             | 5                           | 2%                                | 14                                |
| Issues, Challenges and Potential Risks (T-4 Section 13)      | 5                           | 2%                                | 14                                |
| <b>Plans</b>   |                             |                                   |                                   |
| Implementation Plan (T-5 Section 1)                          | 5                           | 10%                               | 70                                |
| Testing Plan (T-5 Section 2)                                 | 5                           | 5%                                | 35                                |
| Training Plan (T-5 Section 3)                                | 5                           | 5%                                | 35                                |
| <b>Total Technical Score</b>                                 | <b>105</b>                  | <b>100%</b>                       | <b>700</b>                        |

\*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.

**3.2 DEMONSTRATION SCORE**

- A. The Evaluation Committee may determine after the initial review of Technical Proposal’s that demonstrations will be needed. If requested, Prospective Contractors with 400 or more Technical Proposal points 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 grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining 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

- C. Technical Proposals that do not receive a minimum weighted score of 400 will not have pricing opened.

**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*.)

|   | <b>Maximum Points Possible</b> |
|---|--------------------------------|
| Technical Proposal                        | 700                            |
| Cost                                      | 300                            |
| <b>Maximum Possible Grand Total Score</b> | <b>1,000</b>                   |

**3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal* 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:

Arkansas Agriculture Department  
1 Natural Resources Drive  
Little Rock, AR 72205

- 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 **shall** invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number **shall** 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 \$225,000, 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 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.

#### 4.7 **CONTRACT INTERPRETATION**

**Shall** 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.

#### 4.8 **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.

#### 4.9 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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 disqualified. The person signing the bid **shall** show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and **shall** 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 **shall** 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 **shall** 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 **shall** be deducted from the unit price and the net price **shall** 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.