

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL

RFP Number: SP-09-0177	Buyer: Camber Thompson
Commodity: IT Resources	Proposal Opening Date: March 5, 2009
Date: January 14, 2009	Proposal Opening Time: 2:30 P.M. CDT

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESSES: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	PROPOSAL OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification:

*

*

Federal Employer ID Number

Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPSAL REJECTION

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

GENERAL DESCRIPTION:	IT Resources
TYPE OF CONTRACT:	Term
BUYER:	Camber Thompson
AGENCY P.R. NUMBER	1000448464

INVOICE TO:
OCSE Information Systems
DFA-OIS
105 W Capitol Ave Ste 101
Little Rock, AR 72201

F.O.B:
See section 1.1

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html

TECHNOLOGY ACCESS

Please reference Arkansas statute 25.26.201 et seq. The Vendor expressly acknowledges that State funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to State of Arkansas that the technology provided to State of Arkansas 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:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, 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 American with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

ALTERATION OF ORIGINAL RFP DOCUMENTS

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

REQUIREMENT OF AMENDMENT

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

DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the Office of State Procurement after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

ANTICIPATION OF AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, The Anticipation to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at:

http://www.arkansas.gov/DFA/PROCUREMENT/PRO_INTENT.PHP

PAST PERFORMANCE:

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the State may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER:

Complete the Disclosure Forms posted with this RFP.

SECTION I GENERAL INFORMATION

1.1 INTRODUCTION

Vendors are invited to submit proposals for the requirements described in this Request for Proposal (RFP) for the provision of IT resources to the Arkansas Department of Finance and Administration (DFA) - Office of Child Support Enforcement (OCSE). The DFA-Office of Information Services-OCSE Information Systems (DFA-OIS-OCSE Information Systems) is responsible for the management and coordination of Information Technology for Arkansas OCSE. The resources are for the operation, maintenance, and enhancement of the Arkansas OCSE statewide IV-D fully certified automated child support data system and supporting environment.

1.2 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFP for the Office of Child Support Enforcement (OCSE) of the Department of Finance and Administration (DFA). The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer; Camber Thompson at (501) 683-0084 or camber.thompson@dfa.state.ar.us. Questions regarding technical information or clarification should be addressed to Jeff Moritz at (501) 324-8537 or jeff.moritz@ocse.state.ar.us.

1.3 SCHEDULE OF EVENTS

Release RFP	January 15, 2009
Written vendor questions due	January 30, 2009
Answers to vendor questions	February 13, 2009

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

1.4 CAUTION TO VENDORS

1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
2. Vendors are requested to respond to each numbered paragraph of the RFP.
3. Vendors must submit a signed original proposal on or before the date specified on page one of this RFP. The vendor must submit one (1) signed original of the RFP response, three (3) complete copies (marked copy) of the signed RFP response, and one (1) electronic version, preferably in MS Word/Excel format, on CD. **Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD.** Pricing from the Official Proposal Price Sheet must be separately sealed from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal. Failure to submit the required number of copies with the proposal may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours of request.
4. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the proposal.
5. All official documents and correspondence shall be included as part of the resultant contract.
6. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his proposal(s) on or before the deadline established by the issuing office.
 - b. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.

- c. Failure to supply vendor references if required.
- d. Failure to sign an Official RFP Document.
- e. Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.
- f. Any wording by the vendor in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
- g. Failure of any proposed services to meet or exceed the specifications.

1.5 RFP FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. It is recommended that bidders respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.6 SEALED PRICES

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response. *Bidders must include all pricing information on the Official Price Proposal Sheet and* must clearly mark said page(s) as pricing information. **The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal.**

1.7 TYPE OF CONTRACT

This will be a technical services contract for a term of one (1) year from date of award, with an option for renewal up to six (6) additional times in one (1) year increments or a portion thereof.

1.8 PAYMENT AND INVOICE PROVISIONS

All invoices shall be delivered in duplicate to the: OCSE Information Systems, DFA-OIS, 105 W Capitol Ave Ste 101, Little Rock, AR 72201.

Each invoice must show an itemized list of charges by type of service.

The Invoice, Invoice Remit, and Summary must be delivered via paper at no cost to the State.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied DFA-OIS-OCSE Information Systems as to the reliability and effectiveness of the service as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.9 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the

property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information and to seal such information in a separate envelope marked as confidential and proprietary

1.10 RESERVATION

This RFP does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The State reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFP, if it is in the best interest of the State to do so.

1.11 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable bidders to better interpret the information contained in the RFP, written questions will be accepted until the close of business on January 30, 2009. Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response will be posted on the OSP website on or before the close of business on February 13, 2009. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Written questions should be sent to Camber Thompson at camber.thompson@dfa.state.ar.us.

1.12 BID EVALUATION

OSP will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

1.13 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

In the event it is deemed necessary to have the vendor further explain or demonstrate the functions of the proposed service, the vendor shall make oral and/or written presentations and/or demonstrations to comply with the requirement.

The RFP evaluation committee chairperson will schedule the time for each demonstration or presentation. The demonstration is not to exceed three (3) hours. All presentations are subject to be recorded.

All expenses associated with the demonstrations or presentations, except travel for State employees, will be borne by the vendor. Inability of the vendor to provide an acceptable demonstration/presentation will cause rejection of the proposal.

1.14 PERFORMANCE SECURITY

In order to assure full performance of all obligations imposed on a vendor by contracting with the State, the vendor will be required to provide a performance security in an amount of at least 50 percent of the total proposal price submitted by the vendor within 10 working days from date of receipt of the State's written notification by mail of its intent to award a proposal. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The State Procurement Official shall award the contract upon acceptance of the performance security. The performance security should be made out to the State of Arkansas and will be on file in the Office of State Procurement.

If a vendor fails to deliver the required performance security, the proposal shall be rejected and the contract shall be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the vendor, the State Procurement Official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security.

In the event of default, and in order to achieve the greatest economy for the State, the State Procurement Official may choose the next highest ranked vendor, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the procurement laws. The performance security will be released at the end of the contract period.

1.15 PRIME CONTRACTOR RESPONSIBILITY

1. The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.
2. DFA-OIS-OCSE Information Systems reserves the right to interview the key personnel assigned by the successful vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department. All such request must be submitted to OSP prior to making any request to the vendor.
3. DFA-OIS-OCSE Information Systems reserves the right to approve subcontractor(s) for this project and to require primary contractors to replace subcontractor(s) who are found to be unacceptable. All such request must be submitted to OSP prior to making any request to the vendor.
4. If any part of the work is to be subcontracted, responses to this RFP must include a list of subcontractors, including :
 1. Firm name and address
 2. Contact person
 3. Complete description of work to be subcontracted
 4. Descriptive information concerning subcontractor's organizational activities
5. The vendor shall give the Office of State Procurement notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor by any subcontractor(s) which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.
6. The selected vendor will be required to assume responsibility for all services obtained under contract(s) resulting from this RFP. It will be the responsibility of the vendor to verify completeness of each order, and its suitability to meet the needs of the Office of Child Support Enforcement (OCSE).

1.16 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of deinstallation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent

of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.

- b. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.17 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and it will attempt to further clarify any point or item in question. The words "bidder" and "vendor" are used synonymously in this document. Other terms include:

1. Contractor - The term "Contractor" refers to the successful respondent to whom the contract is awarded.
2. DFA - Arkansas Department of Finance & Administration
3. OIS – Office of Information Services, an agency of the Arkansas Department of Finance & Administration
4. DFA-OIS-OCSE Information Systems Evaluation Team – Team of individuals that will evaluate and score proposals.

1.18 CONDITIONS OF CONTRACT

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

1.19 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.20 INDEPENDENT PRICE DETERMINATION

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

1. The prices in the proposal have been arrived at independently, without collusion and that no prior information concerning these prices has been received from or given to a competitive company.
2. If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidders shall understand that this paragraph may be used as a basis for litigation.

1.21 PUBLICITY

New release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.22 CONFIDENTIALITY

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

1.23 WARRANTY

The vendor must warrant that all services and any other item provided by the vendor in conjunction with this RFP will be performed:

1. At the level specified herein.

Vendor shall, at his/her expense, remedy all such defects in performance.

1.24 COST

All charges must be included on the Official Proposal Price Sheets, must be valid for 120 days following proposal opening, and shall be included in the costing evaluation. The pricing must include all associated cost for the service being bid plus any non-recurring, one-time cost. Pricing from the Official Proposal Price Sheet must be separately sealed from the proposal response and clearly marked as pricing information. **Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD.** The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
2. Any cost not identified by the vendor but subsequently incurred in order to achieve successful operation will be borne by the vendor.
3. Official Proposal Price Sheets may be reproduced as needed.
4. The vendor must identify all taxes and fees included in the quoted rate and identify the taxes and fees not included in the quoted rate.

1.25 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

1.26 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor(s) other than a subcontractor(s) named in the proposal unless the State Procurement Official has given written consent to the delegation.

1.27 SERVICES TO BE PROVIDED

All services to be performed and materials to be produced under the contract shall be accomplished in consultation with, and under the direction of, DFA-OIS-OCSE Information Systems. All procedures developed and products provided under the contract shall be subject to final approval by DFA-OIS-OCSE Information Systems. All records and data pertaining to the contract shall remain the property of DFA-OIS-OCSE Information Systems.

1.28 INSPECTION OF WORK PERFORMED

DFA-OIS-OCSE Information Systems, or their authorized representatives, shall at all reasonable times, have the right to enter into premises, where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The contractor and all subcontractor(s) must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

1.29 LOCATION OF SITE

The OCSE Information Systems Site is located in the Union Plaza Building, 105 West Capitol Avenue, Suite 101, Little Rock, AR 72203. This is the dedicated location site for all state and contract staff and any exception to this must be granted by DFA-OIS-OCSE Information Systems. OCSE Information Systems furnishes office space and parking for the resources provided by the successful vendor.

1.30 VENDOR REFERENCES

Vendors must submit, with the proposal, at least three (3) reference accounts, located in the United States who has been provided client services of a same or similar nature in the last five (5) years. Reference must include, contact person, telephone number and email address.

1.31 TECHNICAL DOCUMENTATION

Vendors must state their provisions and/or procedures for updating or enhancing any manuals provided in response to this RFP.

1.32 IMPLEMENTATION SCHEDULE

The state requires implementation of the vendor's services no later than July 1, 2009. Bidders must include this date of implementation as part of their proposal.

1.33 CONTRACT PAYMENT

Payment will be made only after the contractor has successfully satisfied DFA-OIS-OCSE Information Systems as to the reliability and effectiveness of the service provided.

1.34 NEGOTIATIONS

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

SECTION 2 OVERVIEW

2.1 OCSE IT ENVIRONMENT

The Arkansas Office of Child Support Enforcement completed a successful technical migration of its federally mandated automated data system in May of 2003. The successful migration moved Arkansas OCSE from a DB2 mainframe environment to a client server environment featuring a browser based intranet. The system serves the IV-D child support program in 30 offices statewide. There are also approximately 86 Non IV-D clerks of court offices that have Non IV-D data available from the Arkansas OCSE intranet network.

The statewide WAN backbone is provided by the Arkansas Department of Information Systems (DIS). All Arkansas OCSE network traffic is switched through the Arkansas OCSE Information Systems server cluster farms in the DFA Ledbetter building in Little Rock.

The OCSE IS mission is to support the Arkansas OCSE IV-D child support program with all of its Information Technology needs so it may provide the Arkansas Child Support community with the best child support services possible. Arkansas OCSE is a pioneer program in implementing technological innovation to child support processing.

The OCSE Information Technology environment in which the services in the contract are needed for maintenance and operations can be broken down into 4 major technical components; Server Side, Network Infrastructure, Client-side and Applications maintenance and development.

2.2 SERVIER SIDE-OCSE INFORMATION SYSTEMS

Below outlines the general server side infrastructure for OCSE.

2.2.1 Hardware

- Dell Storage Area Network (SAN)
- Dell Servers (mixed 32 & 64 bit architecture)
- Dell LTO Tape Library Windows 2003 Server
- SQL Server 2005
- Microsoft Exchange 2003
- Microsoft IIS Proxy Server 2004
- Microsoft SNA Server

2.2.2 Software

- Group 1
- Ensemble
- McAfee
- Globalscape FTP
- Barracuda Spam Firewall
- Webroot SpyWare
- GFI Event Logger
- Microsoft Visual Studio 2005
- Norton Ghost
- Track-It! v. 8.0
- @Task v. 4
- SQL LiteSpeed
- Doubletake Replication Software
- OP Manage SNMP Monitor

2.3 NETWORK-OCSE INFORMATION SYSTEMS

Below outlines the general network infrastructure for OCSE.

2.3.1 Hardware

- Cisco Systems Routers
- Cisco Systems Firewall,
- Cisco Systems Load Balancers
- Cisco Systems Intrusion Detection (IDS)

2.3.2 Software

Cisco Systems Switches Cisco Systems - Cisco Works

2.4 CLIENT SIDE-OCSE INFORMATION SYSTEMS

OCSE uses a standard PC platform operating in Windows XP Professional, Internet Explorer 6, and Microsoft Office 2003 along with various desktop software including McAfee virus software. OCSE plans to upgrade their Client Side PC's in October 2009 including Windows XP, Vista or comparable Windows Operating System, Microsoft Office 2007. OCSE uses Lexmark network and desktop printers. OCSE PC's are managed by OCSE Information Systems with strict adherence to policies.

2.5 OCSE STRUCTURE FOR CURRENT OCSE APPLICATIONS

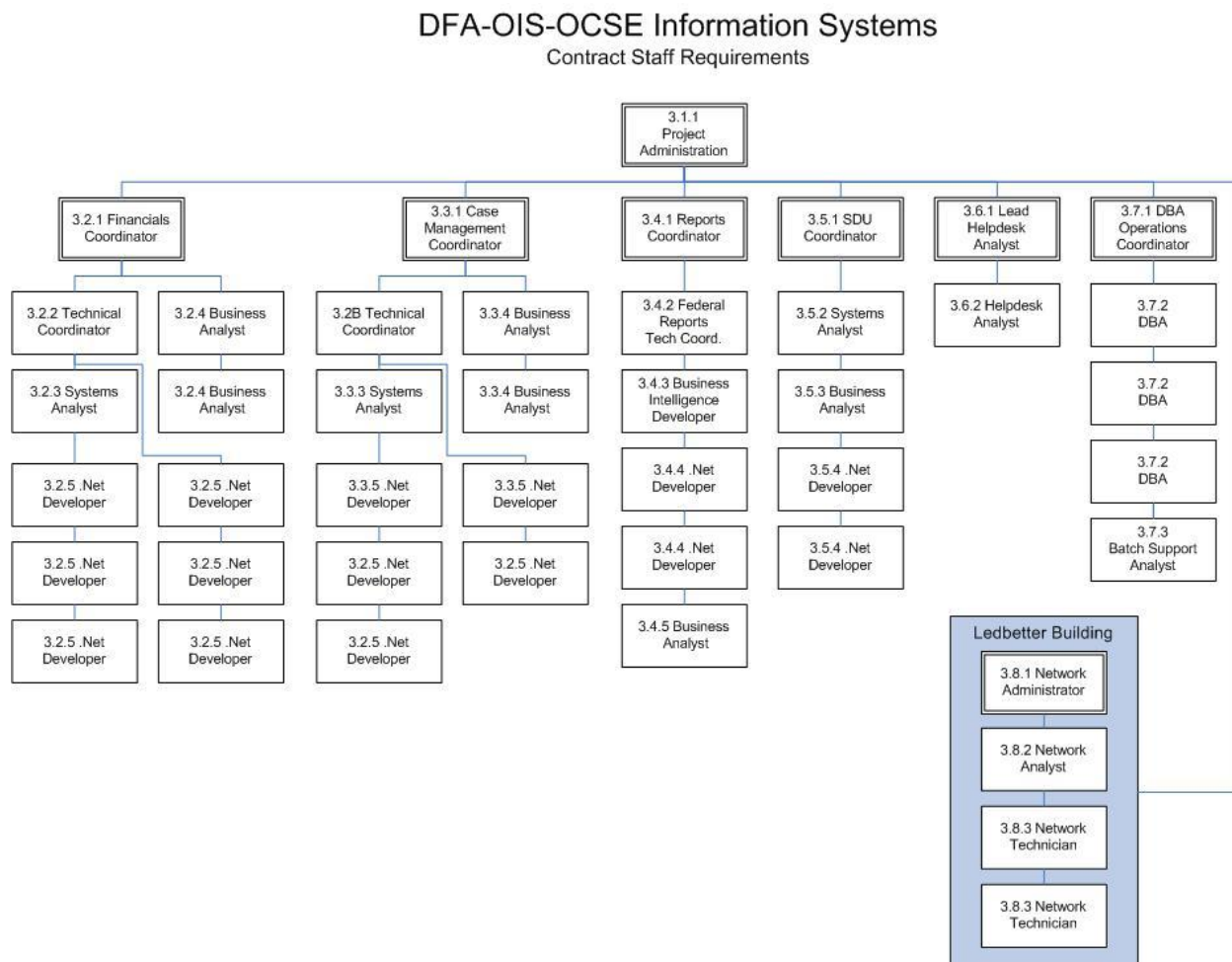
The preferred structure of OCSE Information Systems is based on teams associated to the various functions within OCSE Operations for the maintenance and operation of OCSE software applications. OCSE uses an in-house Child Support financial and case management system called Arkansas Child Support Information Systems (ARCSIS). Along with the ARCSIS system the OCSE State Disbursement Unit has an in-house application developed for the imaging and processing of all child support funds paid to OCSE. The Structure is based on the following categories.

1. Case Management - The Case Management team will be responsible for maintenance of the Case Management piece of ARCSIS which relates to case file work, the establishment and enforcement of child support, and to locate data.
2. Financials - The Financials Team will be responsible for maintaining all applications related to the receipting, distribution and disbursement of all Child Support payments.
3. State Disbursement Unit - The State Disbursement Unit is responsible for maintaining the applications related to the receiving, posting and accounting of incoming child support payments from numerous sources, including physical payments from the US Post Office and electronic payments via EFT and the Child Support website. The team also maintains the public web applications for both Employers and OCSE parties.
4. Reporting - The reporting team will be responsible for maintaining all Federal and State reporting requirements including the mandated federal OCSE 157, 34a and 396a. The team is also responsible for exploring new reporting technology including business intelligence, data mining, trend analysis, and forecasting.
5. Database Administration - The DBA team is responsible for maintenance and operations of all OCSE databases.
6. Network - The Network Team is responsible for maintaining the OCSE intranet network, including all server hardware, network connectivity, and e-mail exchange server.
7. Helpdesk - The Helpdesk provides support to approximately 800 OCSE employees regarding all IT related issues with system applications, hardware, and software issues.

SECTION 3 REQUIREMENTS

This RFP is requesting resources for the operation and maintenance requirements to support the Arkansas OCSE IV-D child support program with all of its Information Technology needs specifically outlined in Section II.

The following organizational chart outlines the preferred structure and resources for meeting such requirements:



3.1 PROJECT ADMINISTRATION

The direction of the bidders' administrative and management resources will be provided by OCSE Information Systems Management. The administration and management of the resources provided by the successful bidder will be the responsibility of the successful bidder at the successful bidders' expense.

The time-keeping process will be performed by the successful bidder and submitted to The OCSE IT Coordinator monthly in an electronic format including timesheets for each resource. The Summary will include each resource name, team section, rate, number of hours worked by project/task, and total. Errors and omissions will be handled as a separate invoice to be submitted in the next monthly invoice submission.

Should a resource be designated as an administrative resource in the proposed staff proposal, outside of the staff layout of this document, there should be a clear definition of the purpose of the resource. The successful bidder will coordinate and obtain approval for any resource complement additions, changes, or deletions from OCSE Information Systems.

The successful bidder will insure that all Team Lead assignments are active and exclusive.

3.2 FINANCIAL TEAM

The Financial Team will operate, maintain, and enhance the existing Child Support Financials programming and tables utilized by OCSE Information Systems. The Team will communicate and coordinate activities with OCSE Information Systems Staff and OCSE Program Staff in the financial functional areas of collections, distribution, obligations, disbursement, and State and Federal reporting to insure a stable operating environment.

3.2.1 Coordinator (Team Lead)

The Financial Team will be under the leadership of a Team Lead, who will be responsible for the management of the resources of the Team. The Team Lead will coordinate closely with OCSE Information Systems Management Staff.

Functional Requirements - Heavy experience in Child Support. Versed in all child support financial functional areas. Experience in implementing PRWORA compliant financial module. Expertise should include functional design, documentation, testing and training.

Must be capable of communicating with functional and technical groups. Coordination with OCSE Information Systems Staff and OCSE Users and User Groups is vital to the operation and maintenance of OCSE Information Systems as well as OCSE Program.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.2.2 Technical Coordinator

A technical Coordinator will be responsible for working with the Team Lead in providing Quality Assurance review of system changes and enhancements, assignment of work, and assist in the analysis and development within the financials subsystem.

Functional Requirements - Heavy experience in Child Support. Versed in all child support financial functional areas. Experience in implementing PRWORA compliant financial module. Expertise should include functional design, documentation, testing and training. Must be capable of communicating with functional and technical groups.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 4 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.2.3 Systems Analyst

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experienced in implementation of PRWORA rules in distribution. Thorough knowledge of child support financials. Expertise in financial functional areas; distribution, disbursement, tax, aging, billing and grant processing.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 4 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.2.4 Business Analyst (2 Resources)

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experienced in implementation of PRWORA rules in distribution. Thorough knowledge of child support financials. Expertise in financial functional areas; distribution, disbursement, tax, aging, billing and grant processing. Skilled in design, analysis, testing and documentation of financials.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.2.5 Developer (6 Resources)

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experienced in implementation of PRWORA rules in distribution. Thorough knowledge of child support financials. Expertise in financial functional areas; distribution, disbursement, tax, aging, billing and grant processing.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 2 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.3 CASE MANAGEMENT TEAM

The Case Management Team will operate, maintain, and enhance the existing Child Support Case Management programming and tables utilized by OCSE Information Systems. The Team will communicate and coordinate activities with OCSE Information Systems Staff and OCSE Program Staff in the Case Management functional areas of interfaces, case initiation, locate, establishment, enforcement, and State and Federal reporting to insure a stable operating environment.

3.3.1 Coordinator (Team Lead)

The Case Management Team will be under the leadership of a Team Lead, who will be responsible for the management of the resources of the Team. The Team Lead will coordinate closely with OCSE Information Systems Management Staff.

Functional Requirements - Heavy experience in Child Support. Versed in all child support case file management functional areas including establishment, enforcement, case and member maintenance, forms processing and locate. Experience in implementing PRWORA compliant system. Expertise should include functional design, documentation, testing and training.

Must be capable of communicating with functional and technical groups. Coordination with OCSE Information Systems Staff and OCSE Users and User Groups is vital to the operation and maintenance of OCSE Information Systems as well as OCSE Program.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.3.2 Technical Coordinator

A technical Coordinator will be responsible for working with the Team Lead in providing quality assurance review of system changes and enhancements, assignment of work, and assist in the analysis and development within the case management subsystem.

Functional Requirements - Heavy experience in Child Support. Versed in all child support case management functional areas. Experienced in all child support case file management functional areas including establishment, enforcement, case and member maintenance, forms processing and locate.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 4 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.3.3 Systems Analyst

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experienced in all child support case file management functional areas including establishment, enforcement, case and member maintenance, forms processing and locate.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 4 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.3.4 Business Analyst (2 Resources)

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experienced in all child support case file management functional areas including establishment, enforcement, case and member maintenance, forms processing and locate. Skilled in design, analysis, testing and documentation of financials.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.3.5 Developer (5 Resources)

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experienced in implementation of PRWORA rules in distribution. Thorough knowledge of child support financials. Expertise in financial functional areas- distribution, disbursement, tax, aging, billing and grant processing.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 2 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.4 BUSINESS INFORMATION AND FEDERAL REPORTS TEAM

The Business Information Team will be responsible for meeting the needs of User Groups that require the extraction and manipulation of OCSE Information Systems data. These needs may arise from: making decisions for the efficient operation of the OCSE program; making projections for future needs, growth patterns, and trends; ad hoc reporting required by State and Federal auditors. This Team will also coordinate with the resource designations in the Financial and Case Management teams for the accurate production of the OCSE 157, OCSE 34, and the OCSE 396 Federal Reports.

3.4.1 Coordinator (Team Lead)

The Business Information Team will be under the leadership of a Team Lead, who will be responsible for the management of the resources of the Team. The Team Lead will coordinate closely with OCSE Information Systems Management Staff.

Functional Requirements - Heavy experience in Child Support. Versed in all aspect of child support functional areas. Experience in implementing and maintaining a federal reporting framework. Experience in developing business intelligence applications for proactive reporting. Expertise should include functional design, documentation, testing and training.

Must be capable of communicating with functional and technical groups. Coordination with OCSE Information Systems Staff and OCSE Users and User Groups is vital to the operation and maintenance of OCSE Information Systems as well as OCSE Program.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.4.2 Federal Reports Technical Coordinator

Functional Requirements - Heavy experience in Child Support. Versed in all aspect of child support functional areas. Experience in implementing and maintaining a federal reporting framework. Expertise should include functional design, documentation, testing and training.

Must be capable of communicating with functional and technical groups. Coordination with OCSE Information Systems Staff and OCSE Users and User Groups is vital to the operation and maintenance of OCSE Information Systems as well as OCSE Program.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.4.3 Business Intelligence Developer

Functional Requirements - Heavy experience in Child Support. Versed in all aspect of child support functional areas. Experience in developing Business Intelligence applications for proactive reporting. Expertise should include functional design, documentation, testing and training. Must be capable of communicating with functional and technical groups.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework; SAS BI Server and development tools

3.4.4 Developer (2 Resources)

Functional Requirements - Heavy experience in Child Support application design and development, maintenance and implementation. Experience in reporting development and general knowledge of child support functions.

Technical Requirements - Classic ASP; ASP.Net 2.0 with C# with more than 2 years of experience; Javascript; XML/XSLT; Style Sheet; SQL Server 2000/2005; VB Script; ADO.Net; Web Services; SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.4.5 Business Analyst

Functional Requirements - Experience in Child Support application design and development, maintenance and implementation. Experience in implementing and maintaining a federal reporting framework. Experience in developing business intelligence applications for proactive reporting. Experience in reporting development and general knowledge of child support functions.

Technical Requirements - SQL Query analyzer; Microsoft office; Microsoft VSS; .Net development framework

3.5 STATE DISBURSEMENT UNIT

The State Disbursement Unit Support Team will provide programming resource support for the information technology used by the Arkansas OCSE State Disbursement Unit (SDU). The SDU Team will maintain the hardware and proprietary software used in the scanning of payments, support the various interfaces with banks and other financial institutions and government agencies, and support and maintain OCSE's Access Arkansas web presence for Employer and CP/NCP portals.

3.5.1 Coordinator (Team Lead)

Functional Requirements - Heavy experience in Child Support. Knowledge of child support financial systems and state disbursement units. Working knowledge of Cash Image letters including Check 21 standards for electronic processing of deposits. Knowledge in electronic funds transfers for receiving and disbursing funds.

Technical Requirements - SQL query analyzer; Microsoft office; Microsoft VSS; Microsoft visual studio; HTML; ASP; .NET; SQL; VB; J script; VB Script; MTS; Visual studio; Working knowledge of OPEX machinery for document imaging

3.5.2 Systems Analyst

Functional Requirements - Heavy experience in Child Support. Knowledge of child support financial systems and state disbursement units. Working knowledge of Cash Image letters including Check 21 standards for electronic processing of deposits. Knowledge in electronic funds transfers for receiving and disbursing funds. Knowledge of document management and imaging technology.

Technical Requirements - SQL query analyzer; Microsoft office; Microsoft VSS; Microsoft visual studio; HTML; ASP; .NET; SQL; VB; J script; VB Script; MTS; Visual studio; Working knowledge of OPEX machinery for document imaging

3.5.3 Business Analyst

Functional Requirements - Heavy experience in Child Support. Knowledge of child support financial systems and state disbursement units. Working knowledge of Cash Image letters including Check 21 standards for electronic processing of deposits. Knowledge in electronic funds transfers for receiving and disbursing funds.

Technical Requirements - SQL query analyzer; Microsoft office; Microsoft VSS; Microsoft visual studio; HTML; ASP; .NET; SQL; VB; J script; VB Script; MTS; Visual studio; Working knowledge of OPEX machinery for document imaging

3.5.4 Developer (2 Resources)

Functional Requirements - Heavy experience in Child Support. Knowledge of child support financial systems and state disbursement units. Working knowledge of Cash Image letters including Check 21 standards for electronic processing of deposits. Knowledge in electronic funds transfers for receiving and disbursing funds.

Technical Requirements - SQL query analyzer; Microsoft office; Microsoft VSS; Microsoft visual studio; HTML; ASP; .NET; SQL; VB; J script; VB Script; MTS; Visual studio; Working knowledge of OPEX machinery for document imaging

3.6 USER SUPPORT AND OCSE INFORMATION SYSTEMS HELPDESK

The User Support/OCSE Helpdesk Team will interact with OCSE User Staff and OCSE Information Systems for problem tracking and resolution. The Helpdesk will take communications from OCSE Staff for IT problems, log the problem in the appropriate software, route the problem to the appropriate resource for resolution and finally, communicate the fix back to the initial user who submitted the issue. User Support will be a liaison position between the OCSE Information Systems Technical staff and the OCSE Program Liaison for coordination of communications for effective and efficient notification of changes and/or fixes to the OCSE Information System programs, tables, or processing. The team will also address issues related to hardware, software and network connectivity related to items listed under Section II - OCSE IT Environment.

3.6.1 Lead Helpdesk Analyst

Functional Requirements - Child Support Knowledge, strong communication skills, capable of working with both functional and technical groups.

Technical Requirements - Microsoft XP; Microsoft Office products; Track-It! v.8; Microsoft VSS; basic network troubleshooting; skilled knowledge of OCSE client side hardware and software

3.6.2 Helpdesk Analyst

Functional Requirements - Child Support Knowledge, strong communication skills, capable of working with both functional and technical groups.

Technical Requirements - Microsoft XP; Microsoft Office products; Track-It! v.8; Microsoft VSS; basic network troubleshooting; skilled knowledge of OCSE client side hardware and software

3.7 DATABASE ADMINISTRATION AND OPERATIONS

The Database Administration and Operations Team will operate, maintain, and enhance the technical computer operating environment of OCSE Information Systems. The areas of responsibility include database management, back-up, restoration, tuning, web-based program maintenance, storage area network system (SANS) maintenance, batch scheduling, and batch monitoring.

3.7.1 Lead Database Administrator - Team Lead

Functional Requirements - Heavy experience as a DBA for child support application database. Expertise should include batch processes, interfaces, batch schedulers, database tuning, performance monitoring, data warehousing and database administration. Backup and restore procedures and disaster recovery, general understanding of child support business practices.

Technical Requirements - Microsoft SQL 2005 Production 24x7 database around 300 GB support; SQL; SQL Enterprise manager; Database administration tools; Backup and recovery tools; SAN installation and administration; DB2; Argent-Scheduler

3.7.2 Database Administrator (3 Resources)

Functional Requirements - Heavy experience as a DBA for child support application database. Expertise should include batch processes, interfaces, batch schedulers, database tuning,

performance monitoring, data warehousing and database administration. Backup and restore procedures and disaster recovery, general understanding of child support business practices.

Technical Requirements - Microsoft SQL 2005 Production 24x7 database around 300 GB support; SQL; SQL Enterprise manager; Database administration tools; Backup and recovery tools; SAN installation and administration; DB2; Argent-Scheduler

3.7.2 Batch Support Analyst

Functional Requirements - Experience in batch monitoring for child support application database. Expertise should include batch processes, interfaces, batch schedulers and a general understanding of child support business practices.

Technical Requirements - Microsoft SQL 2005 Production 24x7 database around 300 GB support; SQL; SQL Enterprise manager; Database administration tools; Backup and recovery tools; SAN installation and administration; DB2; Argent-Scheduler

3.8 NETWORK TEAM

The Network Team will operate and maintain the network environment utilized by OCSE Information Systems. The Team will insure constant connectivity, firewall protection, and intrusion detection. The Network Team will communicate and coordinate activities with DFA-OIS Tech Support, OCSE Information Systems Staff and the Arkansas State Department of Information Systems to insure efficient operation of the OCSE intranet.

3.8.1 Network Administrator -Team Lead

Functional Requirements - At least 5 years experience as network administrator for statewide child support network. Well versed with software and hardware installation, routers, switches, firewall, virtual networking, and security and intrusion detection.

Technical Requirements – MCSE; CCNA; CCSA; Experience in CISCO equipment; Microsoft system administration and trouble shooting tools; Knowledge of all IT related hardware and software products listed in Section II - OCSE IT Environment

3.8.2 Network Analyst

Functional Requirements- At least 5 years of experience working with the network environment for a statewide child support organization.

Technical Requirements- MCSE; CCSA; Experience in installation and maintenance of Microsoft exchange server, intrusion detection, anti- virus software installation and maintenance; Experience in CISCO works, Microsoft system admin and trouble shooting tools; Familiar with the majority of related hardware and software products listed in Section II - OCSE IT Environment

3.8.3 Network Technician (2 resources)

Functional Requirements - Experience as a network technician for statewide child support system and at least 5 years general experience as a network technician.

Technical Requirements – MCSE; Experience in installation and maintenance of servers, intrusion detection, anti- virus, software installation and maintenance; Experience in Cisco works, Microsoft system admin and trouble shooting tools; Familiar with the majority of related hardware and software products listed in Section II - OCSE IT Environment

SECTION 4 CRITERIA FOR SELECTION

The on-going operation of the existing child support computer environment is critical to the State of Arkansas. The provision of services cannot interrupt as it affects many children and their livelihoods. Therefore, knowledge and experience in the existing Arkansas OCSE Information Systems environment will be given heavy weight in the selection process.

The vendor should address each item listed in this section to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the successful vendor will be determined in Committee by evaluation of several factors.

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments must be made by the DFA-OIS-OCSE Information Systems Evaluation Team during the assignment of rating points.

Proposals shall be evaluated by the DFA-OIS-OCSE Information systems Evaluation Team. Other agencies and consultants of DFA may also examine documents.

4.0 VENDOR QUALIFICATIONS

Only proven experience in this field of discipline will be considered. Prospective vendors should possess knowledge and experience in compensation practices and methodologies and the ability to provide technical advice to other professionals in a formal atmosphere.

4.1 VENDOR PROFILE

Vendor must submit the following:

1. Business Name
2. Business Address (Home Office)
3. Nearest sales/support office address
4. Primary Contact Name, Title, Telephone, Fax and E-mail address

4.2 EVALUATION CRITERIA

The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below.

Criteria	Weight
Bidder's prior experience and performance on projects of similar nature and scope.	15
Bidder's experience in Arkansas Child Support IT activities	40
Bidder's response to the provision of resources outlined in Section III-Requirements	20
Cost**	25
TOTAL	100

****25 Points will be awarded to the lowest hourly rate for the Administration service requirements and for all staff listed in Section III. Evaluation cost will be calculated as follows:**

- **Total cost for hourly rate based on a 180 hour month x 12 months**
- **Hourly rate for additional "as-needed" resources (by type of resource) evaluated on 1000 hours plus**
- **Any other costs for which the Vendor will invoice the agency.**

Remaining bids shall receive points in accordance with the following formula: $(a/b)(c) = d$
Where ;

a=lowest cost bid in dollars
b=second (third, fourth, etc.) lowest cost bid
c=maximum points for lowest cost
d=number of points scored that particular bid

STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Proposal override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.

2. Acceptance and Rejection: The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.

3. Proposal Submission: Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for proposal opening. If this form is not used, the proposal may be rejected. Each proposal should be placed in a separate envelope completely and properly identified. The proposal must be typed or printed in ink. Late proposals will not be considered under any circumstances. SIGNATURE: FAILURE TO SIGN THE PROPOSAL WILL DISQUALIFY IT. THE PERSON SIGNING THE PROPOSAL SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE MUST BE IN INK.

4. Prices: Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Request for Proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the proposal opening date. "Discount from list" proposals are not acceptable unless requested in the request for proposal.

5. Quantities: The quantities stated in the term contracts are estimates only, and are not guaranteed. 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: Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered will meet or exceed specifications identified in this RFP. If the vendor takes no exception to the specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the request for proposal.

7. Guaranty: All items proposed 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 request for proposal. The vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the state. If samples are not destroyed during reasonable examination they will be returned at vendor's expense, if requested, within ten days following the opening of proposals. All demonstrators will be returned after

reasonable examination. Each sample should be marked with the vendor's name and address, proposal number and item number.

9. Testing Procedures for Specifications Compliance: Test may be performed on samples or demonstrators submitted with the proposal or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the vendor.

10. Amendments: The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

11. Taxes and Trade Discounts: Do not include state or local sales taxes in the proposal price. Trade discounts should be deducted from the unit price and net price should be shown in the proposal.

12. Award: Term Contracts: A Contract Award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering Agency.

13. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the successful vendor within the time of acceptance specified by Agency.

14. Length of Contract: The Request for Proposal will show the period of time the term contract will be in effect.

15. Delivery on Firm Contracts: The Request for Proposal will show the number of days to place a commodity in the ordering Agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the Agency may buy elsewhere and any additional cost will be borne by the vendor.

16. 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., unless prior approval for other delivery has been obtained from the Agency. Packing memoranda shall be enclosed with each shipment.

17. Storage: The ordering Agency is responsible for storage if the contractor delivers within the time required and the Agency cannot accept delivery.

18. Default: All commodities furnished will be subject to inspection and acceptance of the ordering Agency after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

19. 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.

20. Invoicing: The contractor shall be paid upon the completion of all of the following:

- a) Submission of an original and the specified number of copies of a properly itemized invoice showing the proposal and purchase order numbers, where itemized in the Request for Proposal,
- b) Delivery and acceptance of the commodities and
- c) Proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice To" point shown on the purchase order.

21. 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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the FOB point properly identifying what is being returned.

22. Patents or Copyrights: The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs, including attorneys' fees, arising from infringement of patents or copyrights.

23. Assignment: Neither any contract entered into pursuant to this Request for Proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

24. Other Remedies: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

25. Lack of Funds: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the service, the contractor may file a claim.

26. Discrimination: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees as follows

- a) The vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
- b) In all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
- c) The vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
- d) Failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
- e) The vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

27. Contingent Fee: The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

28. Antitrust Assignment: As part of the consideration for entering into any contract pursuant to this Request for Proposal, the vendor named on the front of this Request for Proposal, 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.

29. 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 if 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.

Appendix 1 Vendor's References

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____

1. Company Name: _____

2. Contact Name: _____

3. Contact's Title: _____

4. City: _____ State: _____

5. E-Mail Address: _____

6. Telephone Number **and** Area Code: _____

7. Description of Services Furnished: _____