



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

FINAL REQUEST FOR QUALIFICATION

BID SOLICITATION DOCUMENT

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

SOLICITATION INFORMATION			
Solicitation Number:	SP-19-0104	Solicitation Issued:	05/20/19
Description:	Electronic Bidding Solution		
Agency:	Public Agencies as defined in Act 1075		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	6/21/19	Response Opening Time:	2:00 p.m., Central Time

Deliver response for this Request for Qualification to the Office of State Procurement on or before the designated response opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit responses at the designated location on or before the response opening date and time. Responses received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Response's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes.</p> <ul style="list-style-type: none"> • Solicitation number • Date and time of response opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Camber Thompson, CPPB	Buyer's Direct Phone Number:	(501) 371-6057
Email Address:	Camber.thompson@dfa.arkansas.gov	OSP's Main Number:	(501) 324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of Public Agencies to issue a Qualified Vendors List (QVL) of prequalified Contractors. Contractors listed on the resultant QVL will contract with Public Agencies, as needed, to provide online advertising and electronic bid submission of public works bid solicitations.

The RFQ may be opened annually if one or more of the Contractors is removed from the QVL. It will be the decision of the Public Works Committee to determine if the RFQ will be re-opened.

Being listed on the resulting QVL is not a guarantee to the Contractors that they will be contacted by any Public Agency to provide the requested services.

1.2 TYPE OF CONTRACT

A. As a result of this RFQ, OSP intends to list up to three (3) Contractors on the Qualified Vendors List.

B. The anticipated starting date for any resulting QVL is August 16, 2019 except that the actual QVL start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.

C. The initial term of a resulting QVL will be for one (1) year. The State may renew a Contractor's qualification status for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate QVL term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 RESPONSE OPENING LOCATION

Responses 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 RFQ to be considered a responsive Prospective Contractor.

B. Prospective Contractor's response will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFQ.

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 response to this solicitation.

D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

E. "Public Agencies" means a county, city, town, or school district in the State of Arkansas; and a department, agency, board, bureau, commission, committee, or authority of a county, city, town, or school district.

- F. "Public Works Committee" means the committee authorized under §22-9-904.
- G. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- H. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- I. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- J. "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.
- K. "SOW" means Scope of Work and is a statement where the work to be performed and/or services to be provided is described. The SOW may contain deliverables such as end products, reports, and time lines that are required to be provided by the Contractor.

1.7 **QUALIFIED VENDOR LIST SELECTION**

Up to three (3) Prospective Contractors with the highest technical scores of this RFQ will be included on the QVL.

1.8 **RESPONSE DOCUMENTS**

A. Original Response Packet

1. The following items are Response Submission Requirements and **must** be submitted in the original *Response Packet*.
 - a. Original signed *Response Signature Page*.
 - b. One (1) original hard copy of the response to the Information for Evaluation section included in the *Response Packet*. Response **must** be in the English language.
2. The following items should be submitted in the original *Response Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access*.)
 - d. Proposed Subcontractors Form. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Response Packet

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
 - a. Seven (7) complete hard copies (marked "COPY") of the *Response Packet*.
 - b. Seven (7) electronic copies of the *Response Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.

- d. If OSP requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted (marked "REDACTED") copy the original *Response Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their response.
- B. The original *Response Packet* and all copies should be arranged in the following order.
 - *Response Signature Page.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Voluntary Product Accessibility Template (VPAT).*
 - Response to the *Information for Evaluation* section of the *Response Packet*.

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by close of business on or before 6/4/19 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 - 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.
 - For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - 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 6/11/19. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the response 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.

1.11 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Response Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFQ, and that any exception that conflicts with a Requirement or Response Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be rejected.

1.12 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign, and submit the *Proposed Subcontractors Form* included in the *Response Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Response Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the Public Agency.

1.13 PRICING

Each Public Agency will negotiate the pricing and fee structure with the Contractor they choose from the issued QVL. **Prospective Contractor(s) should provide their fee structure(s) as requested in the *Response Packet*.**

1.14 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.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. 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.

1.16 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any issuance of a QVL listing, 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. All official documents and correspondence related to this solicitation become part of the resultant QVL.
- D. The State has the right to issue or not issue a QVL, if it is in the best interest of the State to do so.
- E. As requested, provide clarification regarding Prospective Contractor's response to OSP.
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation and applicable Public Agency contract*.
- G. Prospective Contractors may submit multiple responses.

1.17 **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 response opening may extend the response 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 response opening.

1.18 **QUALIFICATION PROCESS**

- A. Qualified Vendor Selection
 - 1. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Demonstration Score, will be used to determine the ranking of responses. The State may move forward to issuance of a QVL with up to three (3) responsible Prospective Contractors, based on the ranking of the responses.
- B. Anticipation to Award QVL
 - 1. Once the anticipated successful Prospective Contractors have been determined, the anticipated award of the QVL will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
 - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a QVL. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a QVL 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 QVL award.
- C. Issuance of a QVL
 - 1. Any contract resulting from this QVL **shall** be subject to the approval process of the Public Agency.
 - 2. A State Procurement Official will be responsible for award and administration of any resulting QVL.

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

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

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

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

1.20 EQUAL OPPORTUNITY POLICY

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

1.21 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 the QVL.

1.22 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 Response Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the QVL, boycott Israel.

1.23 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". Responses submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.24 TECHNOLOGY ACCESS

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

1.25 **VISA ACCEPTANCE**

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

1.26 **PUBLICITY**

- A. Do not discuss the solicitation nor your 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 response to be rejected.

1.27 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of Public Agencies to issue a Qualified Vendors List (QVL) of prequalified Contractors. Contractors listed on the resultant QVL will contract with Public Agencies, as needed, to provide online advertising and electronic bid submission of public works bid solicitations.

The RFQ may be opened annually if one or more of the Contractors is removed from the QVL. It will be the decision of the Public Works Committee to determine if the RFQ will be re-opened.

Being listed on the resulting QVL is not a guarantee to the Contractors that they will be contracted with by any Public Agency.

2.2 PROSPECTIVE CONTRACTOR QUALIFICATIONS

A. Prospective Contractor's **shall** have a minimum of three (3) years experience providing electronic bidding systems of similar size and scope as the services required in this RFQ.

2.3 GENERAL REQUIREMENTS

A. The Contractor(s) **shall** be licensed and registered to conduct business in the State of Arkansas. The Contractor(s) **shall** provide a copy of their business license and registration to OSP as requested throughout the term(s) of the resulting QVL.

B. The Contractor(s) **shall** have the following insurance coverages in full force and effect at the time of QVL issuance. The Contractor(s) **shall** acquire insurance from insurance carriers licensed to issue insurance coverage in the State of Arkansas. If requested, prior to award of any contract resulting from this QVL, the Contractor **shall** name the Public Agency as an additional insured and **shall** supply Certificates of Insurance or other appropriate evidence of insurance coverage to the Public Agency, or OSP.

1. Commercial General Liability coverage with a limit of not less than \$1 million per occurrence/\$2 million general aggregate
2. Arkansas State Workers Compensation (statutory requirements)
3. Employers Liability Insurance \$100,000 per occurrence

C. The Contractor(s) **shall** have a vendor number issued by the Office of State Procurement prior to issuance of a QVL. Prospective Contractors may obtain a vendor number by registering as a vendor with the State of Arkansas. The Prospective Contractor may register by:

1. Using the following link <https://www.ark.org/vendor/index.html>. There is a \$25.00 charge for registering online. However, the Prospective Contractor will receive automatic bid notifications by utilizing this registration method.

D. The Contractor **shall** ensure any data or information received from the Public Agency **must** be used solely for the purpose of this contract and not shared, reused, sold or disseminated to any other party or entity without the express written consent of the Public Agency.

E. The Public Agency **shall** retain sole ownership, right, title and interest to all data stored in the Contractor solution. At the end of the contract the Contractor **shall** transfer 100% of Public Agency owned data back to the Agency or to another contractor at the request of the Public Agency. At the end of the contract and after confirmed transfer of 100% of Public Agency owned data back to the Agency or their designee, the Contractor **shall** destroy all copies of the Public Agency owned data the Contractor possesses.

2.4 SOLUTION AND SERVICE REQUIREMENTS

The requirements below are the minimum requirements a Prospective Contractor **shall** meet. Please note that a Public Agency may have additional needs beyond those listed below. Contractor(s) **shall** work with a Public Agency to ensure that all specific needs and requirements are met during the contract formation process.

A. Bid Creation

The solution **must**:

1. Allow users to create, publish, and manage all solicitation types including but not limited to: Invitation for Bid (IFB), Request for Proposal (RFP), Request for Qualification (RFQ), and Competitive Bid (CB).
2. Allow users to upload and store multiple boilerplate/standard documents as templates.
3. Support a variety of document/file types including but not limited to: .docx, .doc, .xls, .xlsx, .pdf, .tig, .jpg, .tiff, .csv.
4. Allow users to upload multiple documents/attachments for a solicitation. Documents/attachments **must not** be limited in size and number.
5. Provide the ability to create customized line-items for each solicitation.
6. Allow for the advertisement of solicitations to potential bidders.
7. Allow the Public Agency to assign a bid number to each solicitation.
8. Provide the ability to edit and delete bids prior to release.
9. Ability to download and print all solicitation documents.

B. Bid Management

The solution **must**:

1. Provide automated, electronic tracking of bid activity.
2. Provide an online question and response management tool for each solicitation.
 - a. Public Agency **must** be notified as questions are received.
3. Provide ability to amend the solicitation and create addenda.
4. Ability to distinguish between mandatory and optional bid requirements.
5. Allow bidders to revise bids up to the bid closure date and time.
6. Allow for the cancellation of a solicitation prior to or after a bid has closed.
7. Generate award, intent to award, and regret letters.
8. Ability to include internal notes that are not available to vendors (i.e. project management, budgets, etc.).

C. Bid Submission and Collection

The solution **must**:

1. Provide electronic submission of solicitations via a secure connection.
2. Provide bidders the opportunity to upload and attach documents as part of the bid response.
3. Allow for electronic or wet signature.
4. Provide bidders with an electronic receipt showing date and time of bid submission.
5. Seal bid until the date and time of the bid closing.

- a. Pricing **must** also be sealed separately from technical submissions for certain solicitations (i.e. Request for Proposal).
 - i. For instances that require pricing to be sealed separately, an approval or other process **must** be in place in order to keep the pricing sealed until the Public Agency is ready to open pricing.
6. Only allow specified users to open electronic bid submissions once the solicitation has closed.
7. Ability to download and print tab sheets, vendor responses, submitted attachments, and any other documents related to the solicitation.
8. Allow specific users to track number of bids submitted prior to bid opening.

D. Vendor Management

The solution **must**:

1. Provide a searchable database of bidders.
2. Notify registered vendors in specific commodity/service categories of the release of a solicitation.
 - a. Track all notifications along with the date/time provided to vendors.
 - b. Track email notifications by demographic.
 - c. Track non-deliverable emails.
 - i. Work with vendor to update email address.
3. Allow a Public Agency to invite vendors to the solicitation that are not currently identified in the vendor database pool.
4. Allow vendors to register based on commodity/service criteria established by the Public Agency.
5. Allow vendors to complete demographic information as determined by the Public Agency and State law (i.e. minority business).

E. Public Agency Users

The solution **must**:

1. Provide access through a secure site with authenticated login and password.
2. Maintain unique username and password for each Public Agency user.
 - a. All activity **must** be auditable by user.
3. Support multiple access levels within the system (i.e. read-only, read/write, approval, etc.).
4. Provide ability to define workflow rules and approvals within the solution.
5. Allow each Public Agency the ability to maintain and assign user roles.

F. Technical

The solution **must**:

1. Be accessible via any of the major commercially available web browsers, (e.g., Explorer, Safari, Firefox, Chrome, etc.) on any basic configuration Linux, PC or Mac computer.
2. Be hosted in the continental United States.
3. Provide security checks for attachments uploaded to the system (i.e. malware/virus protection).

4. Not require modification or installation of desktop components (i.e. client software).
5. Post a link on the Contractors home page to Arkansas bid postings.
6. Provide the ability to post a link on the Public Agency website to the Contractor's solution.
7. Allow the Public Agency access to all records for that agency.
8. Maintain an audit trail of all transactions.
9. Maintain/store all information pertaining to a bid for a minimum of five (5) years.
10. Provide data export functionality in the following formats at a minimum: comma delimited, tab delimited, and XML.
11. Provide a robust reporting feature.

The Prospective Contractor **shall**:

1. Perform daily system backups to store and protect data against technical/hardware/software failure, unauthorized access, and attacks.

The solution should:

1. Interface with a Public Agency's eProcurement solution.

G. Implementation

The Prospective Contractor **shall**:

1. Provide complete installation/implementation of the contracted Public Agencies instance of the solution.
2. Work with Public Agency to develop an implementation plan that is agreed upon within thirty (30) days of Public Agency contract award.

H. Customer Service and Support

The Prospective Contractor **shall**:

1. Provide training for each contracted Public Agency. Training **must** be comprehensive and provide users with all knowledge necessary to utilize the system.
 - a. Training updates **must** be provided as new versions and upgrades are implemented.
2. Provide online support tools including but not limited to: user manuals, tutorials, frequently asked questions, etc.
3. Provide telephone support Monday through Friday between 8:00 a.m. and 5:00 p.m. CST, excluding Public Agency holidays. (Note each Public Agency may have a different holiday schedule).
4. Provide corrective action regarding problems or issues that are identified and logged by the Public Agency.
5. Provide all product updates at no additional cost. Maintenance and upgrades **must** be scheduled and performed at a time with the least impact to the procurement processes of the Public Agency. Typical Public Agency hours are 8:00 a.m. through 5:00 p.m. CST.

2.5 CONTRACTING PROCESS

- A. Public Agencies will contract with a Contractor listed on the QVL if that Public Agency intends to receive electronic bid submissions per §22-9-203(a)(2)(B)(ii).
- B. Each Public Agency will select the Contractor that best meets their goals and objectives.

- C. Upon determination by the Public Agency that the need exists to accept electronic bids, the Public Agency will:
1. Contact one (1) or more Contractors listed on the QVL to discuss the Public Agency's needs.
 2. Develop a SOW and contract with the Contractor that best meets the Public Agency's needs.
 - a. The Contractor **shall** work in good faith with the Public Agency to negotiate any agreements, terms and conditions, and any other contract documents to ensure they meet the legal requirements of the Public Agency.
 - b. It is strongly encouraged that each Public Agency include Performance Standards measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
 - c. **The Contractor and Public Agency shall agree upon any additional fees that may be assessed due to additional requirements of the Public Agency.**

2.6 **REPORTING**

- A. All Contractor's listed on the QVL **shall** provide OSP with the reports specified herein.
- B. The Contractor **shall** provide reports on a semi-annual basis in January and July of each year for all contracts initiated with a Public Agency during the period being reported. The Contractor **shall** submit reports on the first Business Day of the month immediately following the end of the reporting period.
1. January – June (report due in July)
 2. July – December (report due in January)
- C. The Contractor **shall** include the following information in the reports:
1. Total number of contracts executed between the Contractor and Public Agencies during the reporting period.
 2. Total number of contracts cancelled between the Contractor and Public Agencies during the reporting period.
 3. Name and contact for each Public Agency signing a contract with the Contractor.
 4. Name and contact for each Public Agency cancelling a contract with the Contractor.
 5. Total number of bids posted online for each contracted Arkansas Public Agency during the reporting period.
- D. The Contractors **shall** submit the reports specified herein in Excel spreadsheets to be provided by OSP upon issuance of a QVL.
- E. The Contractor **shall** submit each report via email to OSP at OSP.ITContracts@dfa.arkansas.gov.
- F. The Contractor **shall** provide individual reports to a contracted Public Agency with information contained in 2.6.C if requested.

2.7 **QVL ADMINISTRATION**

- A. OSP will administer the resulting QVL. Each year prior to the expiration date of the QVL, OSP will send a renewal notification to each Contractor listed on the QVL.
- B. OSP will send the renewal notification using the email address submitted with the Contractor's *Response Packet* or using an updated email as provided by the Contractor during the term(s) of the QVL.

- C. The renewal notification will contain information and/or documentation, which the Contractor **shall** provide by the deadline specified in the renewal notice and may include but is not limited to include various updated Response Submission Requirement documents (see *Response Documents*).
- D. Should the Contractor fail to provide the required information and/or documentation on or before the deadline stated in the renewal notice, the Contractor will not be included on the renewed QVL. Once removed from the QVL, Contractor will only be allowed to submit the Response Packet during the subsequent renewal period if one or more Contractors are removed from the listing.
- E. Prospective Contractor(s) may be removed from the QVL by the Public Works Committee as notated in §22-9-904.
- F. Throughout the term(s) of the resulting QVL, the Contractor(s) **shall** provide OSP with immediate, written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 RESPONSE SCORE

- A. OSP will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission *Requirements* will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Responses. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Response Packet*.
1. Members of the Evaluation Committee will individually review and evaluate responses and complete an Individual Score Worksheet for each response. 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 RFQ evaluation factor, the response 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 RFQ evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFQ evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFQ evaluation factor, the response’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFQ evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFQ evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

2. After initial individual technical 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 technical scores with the committee, the individual committee members will be given the opportunity to change their initial individual technical scores, if they feel that is appropriate.
4. The final individual technical scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each response.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience	5	5%	50
E.2 Previous Projects	5	10%	100
E.3 Litigation	Not Scored	Not Scored	Not Scored
E.4 Understanding and Approach to Requirements	5	15%	150
E.5 Security, Implementation, and Contracting	5	10%	100
E.6 Fee Structure	5	10%	100
Total Technical Score Subtotal	25	50%	500
Total Demonstration Score Subtotal	5	50%	500
Grand Total Score	30	100%	1000

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

D. The response'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 response's weighted scores for sub-sections will be added to determine the Total Score for the response.
- F. Responses that do not receive a minimum weighted Total Technical Score of 350 may not move forward in the solicitation process.

3.2 DEMONSTRATION SCORE

- A. The Prospective Contractors with scores of 350 or more after the completion of the Technical Response evaluation will be contacted to schedule a demonstration.
- B. After each demonstration is complete, the Evaluation Committee members will have the opportunity to individually score each demonstration based on the information provided in the demonstration.
- C. After initial individual demonstration 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 demonstration.
- D. After committee members have had an opportunity to discuss their individual demonstration scores with the committee, the individual committee members will be given the opportunity to change their initial individual demonstration score, if they feel that is appropriate.
- E. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final score for each response.

3.3 GRAND TOTAL SCORE

The Technical Score and Demonstration Score will be added together to determine the Grand Total Score for the response. The three (3) Prospective Contractor’s responses with the highest Grand Total Score will be selected as the apparent Qualified Contractor’s. (See *Qualification Process*.)

	Maximum Points Possible
Technical Proposal	500
Demonstration	500
Maximum Possible Grand Total Score	1,000

3.4 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 *Response Packet* signifies the Prospective Contractor’s understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Applicable Public Agency

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

4.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses, or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

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. 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

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

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

become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **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.
23. **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.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Response 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.
25. **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.

RESPONSE PACKET
SP-19-0104

RESPONSE SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:			
Address:			
City:		State:	
			Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American	<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Women-Owned
	AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>		

PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, 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). See Bid Solicitation for additional information.</i>

ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this <i>Bid Solicitation</i> , 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.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. <input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.

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

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's response to be rejected.**

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____

RESPONSE CHECKLIST

Completed and Signed Response Signature Page	<input type="checkbox"/> Yes <input type="checkbox"/> No
EO 98-04	<input type="checkbox"/> Yes <input type="checkbox"/> No
Equal Opportunity Policy	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Subcontractors Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
VPAT	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information for Evaluation Section	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.

INFORMATION FOR EVALUATION

- Provide a response to each item/question in this section. Prospective Contractor may expand the space under each item/question to provide a complete response.
- **Do not** include additional information if not pertinent to the itemized request.

E.1 Experience (5 Points)

1. The Prospective Contractor should describe its corporate background to provide context of the organization that will be providing the services in this RFQ. The response should provide a brief overview of the firm's history, philosophy, and credentials in providing the services requested in the RFQ.

<Response>

2. The Prospective Contractor should provide a summary of their understanding of, and interest in furnishing the services requested in the RFQ.

<Response>

3. The Prospective Contractor should list all engagements that were completed/finished or were active in the last 5 years in the Public Sector similar to the services requested in the RFQ. Prospective Contractor may add additional rows to the Table below as needed.

REF #	ENGAGEMENT NAME	CUSTOMER NAME	CUSTOMER CONTACT	PROJECT SUMMARY
1				
2				
3				

E.2 Previous Projects (5 Points)

1. The State has established mandatory qualifications that **must** be met in order to submit a response to this RFQ. To satisfy this requirement, include at least three (3) references (for the Prime Contractor) of projects that are of similar size, complexity and scope to this engagement that meets the qualifications listed in Section 2.2 of the RFQ. Prospective Contractor may copy and paste the reference table below if providing additional references.

Reference 1

PROSPECTIVE CONTRACTOR INFORMATION	
Name:	Contact/Name:
Project Dates:	Contact Phone:
CUSTOMER INFORMATION	
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Email:
	Customer Fax:
PROJECT INFORMATION	

Project Objectives:			
Project Description:			
PROJECT MEASUREMENTS			
Estimated Start & Completion Dates		From:	To:
Actual Start & Completion Dates		From:	To:
Reason(s) for Difference Between Estimated and Actual Dates:			

Reference 2

PROSPECTIVE CONTRACTOR INFORMATION			
Name:		Contact/Name:	
Project Dates:		Contact Phone:	
CUSTOMER INFORMATION			
Customer Organization:		Customer Contact Name:	
		Customer Phone:	
Customer Address:		Customer Email:	
		Customer Fax:	
PROJECT INFORMATION			
Project Objectives:			
Project Description:			
PROJECT MEASUREMENTS			
Estimated Start & Completion Dates		From:	To:
Actual Start & Completion Dates		From:	To:
Reason(s) for Difference Between Estimated and Actual Dates:			

Reference 3

PROSPECTIVE CONTRACTOR INFORMATION	
Name:	Contact/Name:
Project Dates:	Contact Phone:
CUSTOMER INFORMATION	
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Email:
	Customer Fax:
PROJECT INFORMATION	
Project Objectives:	
Project Description:	
PROJECT MEASUREMENTS	
Estimated Start & Completion Dates	From: <input type="text"/> To: <input type="text"/>
Actual Start & Completion Dates	From: <input type="text"/> To: <input type="text"/>
Reason(s) for Difference Between Estimated and Actual Dates:	

E.3 Litigation (Not Scored)

1. Provide details of any pending litigation or contracts Terminated for Cause or Convenience and associated reasons in which the Prospective Contractor has been a party within the last five (5) years. This should be limited to litigation or contract termination for the implementation and/or maintenance and operations of an electronic bidding solution.

<Response>

E.4 Understanding and Approach to Requirements (5 Points)

1. Prospective Contractor should provide detailed response regarding how their proposed solution meets each requirement listed in Section 2.4 of the RFQ. Responses may include screen shots or other descriptive information.

- a. Bid Creation

<Response>

- b. Bid Management

<Response>

- c. Bid Submission and Collection

<Response>

- d. Vendor Management

<Response>

- e. Public Agency Users

<Response>

- f. Technical

<Response>

- g. Implementation

<Response>

- h. Customer Service and Support

<Response>

2. Prospective Contractor(s) should provide descriptive information regarding additional features and abilities that their solution provides in addition to those requirements listed in Section 2.4 of the RFQ. Responses may include screen shots or other descriptive information.

<Response>

3. Prospective Contractor(s) should provide descriptive information regarding what eProcurement or other ERP systems their solution can interface with. Provide information regarding the technical architecture of the interface, what software or other hardware is needed, etc.

<Response>

E.5 Security, Implementation, and Contracting (5 Points)

1. Prospective Contractor(s) should provide descriptive information regarding security protocols for the data center and software solution. Include discussion around intrusion detection, physical security, system monitoring, malware/virus protection, disaster recovery, etc.

<Response>

2. Prospective Contractor(s) should provide detailed information regarding the implementation process that would be utilized for any contracted Public Agency. Sample work plans and other descriptive information may be provided.

<Response>

3. Prospective Contractor(s) should provide detailed information regarding the contracting process that would be utilized with a Public Agency. Please provide sample SOW's and other related documentation (i.e. SLA's, Terms and Conditions, Sample Agreements, etc.).

<Response>

E.6 Fee Structure (5 Points)

1. Prospective Contractor(s) should provide detailed information regarding the fee structure for use of the solution. Please provide any fees that would be charged to vendors and/or a Public Agency (i.e. vendor registration fees, bid viewing fees, contract award fees, Public Agency annual fees, etc). If the Prospective Contractor offers multiple fee structures, please provide information regarding all options.

<Response>

State of Arkansas
RFP #: SP-19-0104 - Electronic Bidding Solution
Questions and Answers

Question ID	RFP Reference (page number, section number, paragraph)	Specific RFP Language	Question	Response
1	1.13 Pricing	Each Public Agency will negotiate the pricing and fee structure with the Contractor they choose from the issued QVL.	<p>Since pricing will be negotiated with each Public Agency at the time they choose the supplier from the QVL, please confirm that solution pricing or any pricing model does not have to be submitted as part of the response to this RFQ.</p> <p>Please describe the budgeting and funding process each agency will use to award business through the QVL.</p>	Please refer to Section E.6 of the Response Packet. Prospective Contractor(s) should provide their fee structure to meet the requirements of the RFQ. If a Public Agency needed additional requirements/services, the Public Agency and Contractor would negotiate those additional fees.
2	2.1 Introduction	The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of Public Agencies to issue a Qualified Vendors List (QVL) of prequalified Contractors. Contractors listed on the resultant QVL will contract with Public Agencies, as needed, to provide online advertising and electronic bid submission of public works bid solicitations.	Can you please tell us how many public agencies have expressed interest in participating in the use of the Qualified Vendors List (QVL) once it is established?	That information is not available.
3	All	'Statewide eProcurement Solution' solicitation prior to awarding this bid	Does the State intend to make an award decision regarding the SP-19-0001 - 'Statewide eProcurement Solution' solicitation prior to awarding this bid?	That information is not applicable to this solicitation.
4	12	Section 2.4 - SOLUTION AND SERVICE REQUIREMENTS - B. Bid Management, #7: Generate award , intent to award, and regret letters.	With the generation of an award, is there a requirement to make the award publicly available and integrate to the Public Agency's eProcurement Solution?	No, integration with a Public Agency's eProcurement solution is non-mandatory. See Section 2.4.F.
5	14	Section 2.4 - SOLUTION AND SERVICE REQUIREMENTS - F. Technical, #1: The solution should: Interface with a Public Agency's eProcurement solution	What eProcurement solution are the Public Agency's currently utilizing? Are there multiple eProcurement solutions?	That information is not available.