



STATE OF ARKANSAS
Arkansas Public Employees' Retirement System
 124 W. Capitol, Ste. 400
 Little Rock, AR 72201

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Solicitation Number:	APERS-24-0001	Solicitation Issued:	8-19-24
Description:	Project management oversight, cyber security assessment, ongoing cyber security monitoring, and virtual Chief Information Security Officer function		
Department:	Arkansas Public Employees' Retirement System		

SUBMISSION DEADLINE

Proposal Opening Date:	9-5-24	Proposal Opening Time:	4:00 p.m., CDT
Proposal submissions for this Request for Proposals must be delivered to the Arkansas Public Employees' Retirement System on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address and RFP Opening Location	Arkansas Public Employees' Retirement System 124 W. Capitol, Ste. 400 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none"> • Solicitation number • Date and time of bid opening • Prospective Contractor's name and return address

APERS CONTACT INFORMATION

Department Buyer:	Ashley Golleher	Buyer's Direct Phone Number:	501.682.7831
Email Address:	Ashley.golleher@arkansas.gov	Department Main Number:	501.682.7800
Department Website:	https://www.APERS.org		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Public Employees' Retirement System to obtain pricing and a contract for Project management oversight, cyber security assessment, ongoing cyber security monitoring, and virtual Chief Information Security Officer function

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the RFP.

1.2 OBJECTIVE AND GOALS

In 2012, APERS commenced a multiyear project to modernize our Pension Administration System and ultimately selected Vitech Systems as the software vendor. That system went live in March 2017 and included Vitech's V3 version 10 LOB, MSS, and ESS modules. Significant improvements were made in May 2019, clarifying some benefit calculation logic and adding enhanced workflow capabilities.

APERS seeks to upgrade the Vitech V3 Version 10 private cloud platform to Vitech's V3locity public cloud platform. We expect this upgrade to involve every aspect of our operations, requiring changes in Line of Business and Digital Self-Service processes. Significant attention will be needed to transition APERS documents and workflow processes to the new environment. Extensive testing must ensure all aspects of V10 business logic are appropriately transitioned.

As an \$11 billion trust fund with over 100,000 members and retirees, APERS has the responsibility to engage the services of a virtual Chief Information Security Officer (vCISO), including email, phone, and on-site support. The vCISO services will consist of executive-level consulting and information security expertise like that provided by a full-time, in-house CISO. Engaging the services of a vCISO is part of an overall cyber security program enhancement project. The selected vCISO will be tasked with building APERS' cyber security program and ensuring any software upgrades meet the state requirements and APERS' specific needs.

1.3 BACKGROUND AND CURRENT ENVIRONMENT

Arkansas Public Employees Retirement System (APERS) is a defined benefit program created by law in 1957. The System originally provided only for the retirement of state employees but through the years has added county employees, municipal employees, college and university employees, and other units of government. APERS has over 100,000 active, deferred, and retired members. At the end of Fiscal Year 2024, the APERS trust fund was valued at over \$11 billion, and APERS paid out over \$600 million in benefits in FY 2024.

On July 1, 2007, active, deferred, and retired members of the Arkansas District Judge Retirement System (ADJRS) were brought into APERS while maintaining their own schedule of benefits. In addition to APERS and ADJRS, this agency also administers the Arkansas State Police Retirement System (ASPRS) and the Arkansas Judicial Retirement System (AJRS). These form three distinct systems with different rules, benefits, and boards, but are all housed on the same Pension Administration System (PAS).

APERS does not receive general revenue state funding. We are governed by a thirteen (13) member board of trustees consisting of six (6) gubernatorial appointees, four (4) legislative appointees, and three (3) ex-officio positions. The Executive director of APERS sits as an ex-officio, non-voting member and reports to the board of trustees. The executive director is responsible for day-to-day administration of the system and manages a staff of about 75. The Information Technology Department includes the Information Technology Director, two State Systems Architects who deal primarily with V3 PAS administration, and two Information Technology staff members who deal with internal infrastructure support.

1.4 TYPE OF CONTRACT

- A. As a result of this RFP, the Department intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is October 21, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by APERS for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- D. Cancellation for Non-Appropriation Clause Pursuant to §19-11-1012(11). In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the agency may have.
- E. Cancellation for Convenience. The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- F. Cancellation for Cause. The Department may cancel this Contract 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 may 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. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- C. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. "Shall" and "must" mean the imperative and are used to identify Requirements.
- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.6 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	August 19, 2024
Deadline for Prospective Contractor Questions	August 23, 2024, 4:00 P.M. CDT
Answers to Questions Posted to	News – APERS
Proposal Due Date	September 5, 2024, 4:00 P.M. CDT
Post Anticipation to Award*	September 18, 2024
Award Contract*	October 21, 2024

1.7 CLARIFICATION OF SOLICITATION

- A. Submit questions requesting clarification of information contained in this Solicitation via email to the Buyer on page one (1) of the RFP by the date and time listed in Table A.
 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting site by the close of business on the date provided Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by the Department 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 the Department.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

1.8 RESPONSE DOCUMENTS

- A. Original *Technical Proposal Packet*
 1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
 2. The following items are proposal submission requirements and **must** be submitted as a hardcopy part of a Prospective Contractor's proposal response.
 - a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
 - b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.

- c. One original hardcopy of the completed *Official Solicitation Price Sheet*, which **must** be separately sealed from the *Technical Proposal Packet* and clearly marked as "Pricing."
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Hourly rates submitted on the *Official Solicitation Price Sheet* must be fully inclusive of travel. The State will not reimburse travel costs.
 - iii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit 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, and the Contractor **shall** sell to the Department quantities ordered at no more than the submitted price.
 - iv. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
 - v. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.
 - vi. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vii. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response
 - d. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
 - e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
 - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
 - a. *EO 98-04: Contract and Grant Disclosure Form*.
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional copies

1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
 - a. Three (3) complete hardcopies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*.
 - c. One (1) electronic copy of the *Official Solicitation Price Sheet*.
 - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
2. All copies of the *Official Solicitation Price Sheet* **must** be separately sealed from the *Technical Proposal Packet* copies and should be clearly marked as "Pricing."
3. Electronic copies should be submitted on flash drives and in PDF format.
4. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
 - a. In case of a discrepancy, the original hard copy governs.

5. If the Department requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- C. Prospective Contractors **shall not** include any pricing in the hardcopies or electronic copies of their *Technical Proposal Packet*.
- D. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
- E. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- F. Prospective Contractors may submit multiple proposals.

SECTION 2 – REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have five years of experience providing oversight project management and cyber security consulting services for defined benefit pension systems.
- B. The Prospective Contractor **shall** have experience with Vitech Systems Group and specifically with the V3locity upgrade methodology.

2.2 SCOPE OF WORK AND GENERAL REQUIREMENTS

- A. Phase 1 – Contract Review of Vitech Upgrade
 1. Ongoing review of contract artifacts
 - a. The consultant shall review current versions of all contract artifacts to stay informed of progress through negotiations.
 2. Consultation on the Vitech SOW
 - a. The consultant will be available at APERS' request to provide best-practice recommendations and industry perspective on specific components of the Vitech SOW.
 - b. The consultant shall advise APERS on specific areas of negotiation with Vitech, providing specific details of those negotiations and working with the organization to bolster their negotiating position with Vitech.
 3. Weekly touchpoints with APERS
 - a. The consultant shall participate in at least one weekly meeting with the organization to discuss updates on negotiations and provide insight into our talks with Vitech.
 4. Ad hoc meetings with Vitech and Third Parties
 - a. As requested by APERS, the Consultant shall attend within reason for scheduled or impromptu meetings with Vitech, other Third Parties, and APERS. The consultant's role will be that of strategic advisor and mediator.
- B. Phase 2 – Oversight of Vitech Upgrade Path Assessment
 1. The consultant shall participate in reviews in conjunction with APERS throughout the assessment performed by Vitech to upgrade to Velocity. Key components of that assessment are sizing considerations such as:
 - a. Functional and technical inventory
 - b. Workflows

- c. Forms, letters, reports
 - d. API's and web services
 - e. Interfaces
 - f. Queries
 - g. Calculation complexity
2. Tier complexity
- a. The consultant shall ensure that all functional and technical debt has been fully addressed before implementation initiation.
 - b. The Consultant shall review data migration strategies and considerations.
 - c. The consultant shall ensure that the project plan, resourcing, and all implementation activities are achievable and address upgrade considerations specific to APERS.
3. Phase 3 – Implementation Oversight
- a. The consultant shall provide implementation oversight in the following areas.

2.3 PROJECT OVERSIGHT

- A. The Consultant shall provide oversight services to ensure requirements are met, timelines are maintained, and the upgrade is performed as smoothly as possible. This may include the following activities:
- 1. Work session participation – The consultant shall participate in work sessions with APERS and Vitech.
 - 2. Requirements confirmation – Participate in discussions with APERS and Vitech describing their understanding of requirements and plan provisions that APERS will be required to approve.
 - a. The consultant shall assist in reviewing and approving the requirements.
 - 3. Status reporting – The consultant shall provide a regular report highlighting progress, upcoming activities, risks, and issues.
 - 4. Risk mitigation – The consultant shall maintain a risk log throughout the upgrade and help mitigate and resolve the identified risks and issues.
 - 5. APERS advocate – The consultant shall act as APERS advocate when interacting with Vitech and ensure APERS needs and requirements are met throughout the implementation process.
 - a. The consultant will also help address and resolve any conflict or disagreements arising in APERS' best interest.
 - 6. Best practice adherence – The consultant shall ensure the industry's best practices are respected throughout the upgrade.

2.4 TESTING SUPPORT

- A. The consultant shall provide a variety of skills and expertise to assist APERS in the project, including without limitation the following types of work and deliverables:
- 1. Testing Oversight and Analysis: Ensure thorough code migration testing within an agile framework. Actively engage in weekly test meetings and provide written feedback as needed.
 - 2. Participation in meetings with Vitech: Attend meetings with Vitech alongside APERS staff and, at APERS request, meet independently with Vitech.

3. Review of Vitech Automated Regression Testing (ART) Library: Review Vitech's regression test library to ensure that all scenarios, scripts, etc., are consistent, comprehensive, adhere to quality assurance best practices, and accurately reflect expected business outcomes defined by APERS.
 - a. Identify gaps in test coverage.
 - b. Provide independent verification and validation of the Vitech test library.
4. Review Test Results: Review the results of Vitech's automated test scripts (ART Test Scripts) and manual tests executed by Vitech or APERS.
 - a. Ensure that successful test results are evidence of business logic functioning as intended.
5. Test Strategy and Planning Assistance: Collaborate with APERS to maintain robust Test Strategies and Plans, with the option to develop and maintain comprehensive test plans.
6. Execution and Monitoring: Leadership in test execution, adherence to schedules, and monitoring testing progress.
7. Regression Testing Assurance: Comprehensive regression testing assurance, including test execution and re-testing of identified issues.
 - a. Availability for consultation on specific testing situations or challenges.

2.5 ORGANIZATIONAL CHANGE MANAGEMENT

APERS will require business, technical, and resource readiness for the upgrade, with a particular emphasis on managing the change required for employer reporting when transitioning to Velocity.

- A. The Consultant, equipped with organizational change management best practices, tools, and artifacts, shall assist in guiding APERS through the changes and readiness required before go-live. This may include communications management, training assistance, governance planning, and transition planning. Best practice frameworks such as ADKAR or ADDIE may be employed to better meet APERS's organizational needs.

2.6 DATA MIGRATION

- A. The Consultant shall oversee Vitech's data migration process and guide APERS throughout any data conversion activities.
- B. The consultant shall help APERS and Vitech ensure adequate tests are performed on the data and help identify resolutions to uncovered data issues.
- C. The Consultant shall be present for trial runs of the migration and will assist with any customization issues required based on the APERS legacy Vitech data.

2.7 VIRTUAL CHIEF INFORMATION SECURITY OFFICER (VCISO)

- A. The Consultant shall act as a comprehensive, best-practice solution to provide virtual Chief Information Security Officer (vCISO) services. This section details the scope of work and requirements of APERS for these services. It shall serve as a guide and is not meant to include all tasks that may be required to accomplish APERS' goals and objectives. Respondents are encouraged to propose other necessary tasks to achieve APERS's overall objectives.
 1. Own security-related initiatives for the Velocity software upgrade project. This includes being the security consultant and managing the work process for platform security assessment.
 2. Participation in executive meetings, including:
 - a. Vitech solution design meetings

- b. Board of Trustees' Information Systems Security presentations as needed
- c. Development of weekly, monthly, and quarterly metrics and KPIs in support of APERS' information security services.
3. Provide Information Security Program (ISP) and Information Security Management System (ISMS) based on the National Institute of Standards and Technology (NIST) cybersecurity frameworks to safeguard the confidentiality, integrity, and availability of our data assets and member information.
4. Provide annual updates to ISP and ISMS and review existing IT policies, procedures, and GAP analysis.
5. Provide Security risk assessment, including:
 - a. Segregation of duties matrix
 - b. Development of risk profile
 - c. Risk assessment of auditable technologies and IT processes, including selecting applicable risk categories through interviews with business managers and application owners
 - d. Setup of annual review and update
 - e. Ensure APERS is aligned with the Division of Information System's policies and procedures
6. Directly manage threats, vulnerabilities, and incidents within the information processing infrastructure.
7. Manage response to internal and external vulnerability notifications.
8. Develop Security Training objectives and work to enhance training available through the Division of Information System's approved KnowB4 Security Awareness software.
9. Provide networking hardware and configuration review and recommendations.
10. Develop network vulnerability assessments and penetration tests, including internal and external assessments, periodic penetration tests, quarterly vulnerability assessments, reporting, and management of action items.
11. Develop application security assessments, including traditional applications, cloud applications (including Velocity platform), web and mobile applications.
12. Assess social engineering vulnerability and recommend countermeasures.
13. Develop Information Security vendor management policies and procedures.

2.8 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Table B: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE B: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Adherence to APERS Requirements	Reference standard terms, conditions and all articles of RFP	Termination of Contract: Reference Section 1.4 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of APERS
Scope of Services – V3locity Migration assistance	Reference Sections 2.2 of RFP: Description, Overview and Scope	Termination of Contract: Reference Section 1.4 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of APERS
Scope of Services – VCISO Services	Reference Section 2.2 of RFP: Specifications/Goals and Deliverables	Termination of Contract: Reference Section 1.4 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of APERS

SECTION 3 – SELECTION

3.1 SELECTION PROCESS

- A. The Department will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. A Department-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - 1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table C: Scoring Table*.

TABLE C: SCORING TABLE

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

- 2. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
- 3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
- 4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score and rank for each proposal.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

3.2 TECHNICAL PROPOSAL SCORE

- A. The *Information for Evaluation* section has been divided into subsections.
 1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
 2. The Department has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience	20	20	140
E.2 Project Organization and Staffing	50	40	280
E.3 VCISO Organization and Staffing	50	40	280
Total Technical Score	120	100%	700

*Subsection's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

- B. The proposal's weighted score for each subsection will be determined using the following formula:

$$(A/B) * C = D$$
 - A = Actual Raw Points received for subsection in evaluation
 - B = Maximum Raw Points possible for subsection
 - C = Maximum Weighted Score possible for subsection
 - D = Weighted Score received for subsection
- C. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- D. Technical proposals that do not receive a minimum weighted score of 450 may not move forward in the Solicitation process. The pricing for proposals that do not move forward will not be scored.

3.3 COST SCORE

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

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

- A = Lowest Estimated Cost
- B = Second (third, fourth, etc.) Lowest Estimated Cost
- C = Maximum Points for Lowest Estimated Cost
- D = Total price points received

3.4 GRAND TOTAL SCORE

- A. The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal.
- B. The Prospective Contractor’s proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.
- C. The State may move forward to Discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	MAXIMUM POINTS POSSIBLE
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 DISCUSSIONS

- A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
- B. The Department reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and Office of State Procurement rules.
- C. After initial evaluation, the Department may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

3.6 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the APERS.org website by the date and time listed in Table A.
 - 1. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.
- B. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- C. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor’s understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R8:19-11-229).
 - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
 - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

4.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting <https://www.ark.org/contractor/index.html> and clicking the *Start Here* button.
- B. The Prospective Contractor represents and warrants that, prior to being awarded any executed contract resulting from this Solicitation, the Prospective Contractor has taken or **shall** take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
 - 1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Prospective Contractor.
 - 2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature

3. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
 - D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
 - E. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
 1. Remain property of the State.
 2. Be kept confidential as permitted or required by law.
 3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
 - a. The Contractor **shall** properly identify items being returned.
 - F. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
 - G. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
 - H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
 - I. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#))

1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
 2. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

4.3 MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

4.4 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.