



**STATE OF ARKANSAS**  
**DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES**  
**OFFICE OF STATE PROCUREMENT**  
501 Woodlane St., Ste. 220  
Little Rock, Arkansas 72201-1023

**REVISED REQUEST FOR PROPOSAL 08.15.25**  
**SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	S000000411	Solicitation Issued:	July 16, 2025
Description:	Statewide Procurement Support Services		
Department:	Statewide		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Proposal Opening Date:	August <del>15</del> 25, 2025	Proposal Opening Time:	10:00 AM, Central Time
Proposal submissions for this Request for Proposal <b>must</b> be submitted through ARBuy, the State's eProcurement system, by the Proposal Due Date and Time. Proposals received after the Proposal Due Date and Time will be rejected as untimely. ARBuy can be accessed at <a href="http://arbuy.arkansas.gov">arbuy.arkansas.gov</a> .			

LIVE PROPOSAL OPENING INFORMATION	
Teams Meeting Link:	<a href="#">Join the meeting now</a>
Meeting ID:	220 835 108 299 7
Passcode:	yG3GL7AX
Call in (audio only):	501.244.3310 or <a href="#">find a local number</a>

SAS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
SAS OSP Procurement Specialist:	Joshua Williams	Procurement Specialist's Direct Phone Number:	501-371-5701
Email Address:	Joshua.Williams@arkansas.gov	SAS OSP's Main Number:	501-324-9316
SAS OSP Website:	<a href="http://sas.arkansas.gov/procurement/">sas.arkansas.gov/procurement/</a>		

# SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

## 1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Shared Administrative Services Office of State Procurement (SAS OSP) to obtain proposals and establish statewide contracts for Procurement Support Services (PSS).

The State anticipates needs in each of the following five (5) areas:

1. Procurement Planning
2. Market Research
3. Independent Government Cost Estimate
4. Contract Management
5. Contract Engagement

Contracts will be awarded to up to five (5) Prospective Contractors determined to have submitted proposals that are the most advantageous to the State. Direct all questions, comments, or concerns regarding this solicitation to SAS OSP.

## 1.2 OBJECTIVE AND GOALS

SAS OSP seeks to establish statewide contracts for use by Arkansas state agencies, K-12 educational institutions, and local public procurement units (cities, counties, and municipalities) (herein collectively referred to as “Eligible Purchasers”).

While the Purchasing Entity has fundamental inherent government functions that should not be delegated to a consultant, and while the only people who should be making final decisions about procurements should be the relevant and appropriate government personnel, the chosen consultants and their subject matter experts (SMEs) are expected to supplement knowledge and expertise in areas of the procurement lifecycle. Contractors are not intended to provide staff augmentation services.

One of the State’s goals is to obtain levelized rates for these services and leverage statewide buying power to obtain the most competitive pricing available, while maximizing value for State entities.

While a contract resulting from this RFP will not be mandatory for Purchasing Entities, SAS OSP expects that competitive contracts will be highly utilized if it is competitive, advantageous to the State, and readily available.

Selected consultants should have expertise and staffing to be able to assist Purchasing Entities with many different types of procurements, such as procurements for the following types of services:

1. Construction, Infrastructure, and Public Works
2. Information Technology and Data Management
3. Public Safety, Law Enforcement, and Emergency Services
4. Transportation and Fleet Services
5. Medical, Healthcare, and Laboratory Services
6. Professional, Administrative, and Support Services
7. Facilities Maintenance and Operational Services
8. Education, Arts, and Cultural Support
9. Human and Social Services
10. Communications, Printing, and Outreach

## 11. Federal Programs

### 1.3 BACKGROUND AND CURRENT ENVIRONMENT

State entities currently pay a broad range of rates for consulting services related to procurement. The State underwent transformation of government in 2019 and has recently received recommendations from two separate consulting firms to provide more strategic and specific guidance regarding procurement.

The State's central procurement office, SAS OSP, serves as the primary source for guidance and expertise on State procurement; however, expertise in the services and commodities the State is procuring is sometimes lacking. Additionally, the State could benefit from educational resources from a Contractor in the areas of specification development, scope writing, contract management, and negotiations.

### 1.4 TYPE OF CONTRACT

- A. As a result of this RFP, SAS OSP intends to award contracts to up to five (5) Contractors submitting the most advantageous proposals.
- B. The anticipated starting date for any resulting contract is ~~November~~ December 1, 2025, 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 two (2) years. Upon mutual agreement by the Contractors and the State, the contract may be renewed by SAS OSP for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Independent Government Cost Estimates" (IGCE) is a tool developed by government personnel to estimate the costs incurred by a Contractor in the performance of a contract. An IGCE is generated by the government, who may utilize and obtain input from an outside Contractor.
- C. "Market Research" refers to the examination of available sources of supply which may identify critical business requirements.
- D. "Purchasing Entity" means an Eligible Purchaser choosing to participate in a statewide contract established as a result of this RFP.
- E. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- F. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- G. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- H. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- I. "Shall" and "must" mean the imperative and are used to identify Requirements.
- J. "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.
- K. "Scope of Work" or "SOW" means a written description of an entity's needs and desired outcomes for a procurement developed at the beginning of the procurement cycle. The scope of work is the basis

for any resulting solicitation; it helps ensure that the product or service meets the stated outcome and establishes the parameters of the resulting contract.

- L. "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, SAS OSP is providing a Solicitation Schedule; 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	July 16, 2025
Deadline for Prospective Contractor Questions	July 22, 2025
Answers to Questions Posted to ARBuy*	July 30, 2024
Proposal Due Date	August <del>15</del> 25, 2025
Initial Proposal Evaluation*	August <del>20</del> 29, 2025
Interviews*	<del>August 25-27</del> September 3-11, 2025
Final Proposal Evaluation*	<del>August 27</del> September 11, 2025
Discussions Kick Off Meeting*	September <del>8</del> 22, 2025
Finalize Discussions*	September <del>17</del> , 2025
Post Anticipation to Award*	<del>September 22</del> October 6, 2025
Award Contract*	<del>November</del> December 1, 2025

**1.7 CLARIFICATION OF SOLICITATION**

- A. Submit questions requesting clarification of information contained in this Solicitation via the Solicitation posting in ARBuy by the date and time listed in Table A.
  - 1. For each question submitted, the Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
  - 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 in ARBuy by the close of business on the date provided in 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 SAS OSP Procurement Specialist of any Requirements that preclude the Prospective Contractor from submitting a Responsive Proposal.
- C. Prospective Contractors may contact the SAS OSP Procurement Specialist with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by SAS 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 SAS OSP.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

## 1.8 RESPONSE DOCUMENTS

A. All proposal responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at [arbuy.arkansas.gov](http://arbuy.arkansas.gov).

1. Prospective Contractors **must** be registered in ARBuy to submit proposal responses.

### B. *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 part of a Prospective Contractor's proposal response.

a. Signed *Proposal Signature Page*; signature may be ink or digital.

b. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.

c. Completed *Official Solicitation Price Sheet* attached to the Solicitation in ARBuy.

i. Pricing **must** be proposed in U.S. dollars and cents.

ii. 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.

iii. If pricing documents do not allow for accurate pricing, the Prospective Contractor should notify the OSP Procurement Specialist at least seventy-two (72) hours before the proposal opening time.

iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.

- A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.

v. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.

vi. 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. *Recommended Options Form*

i. The *Recommended Options* form included in the *Technical Proposal Packet* allows Prospective Contractors to identify any recommended options or optional service ideas that may benefit the State that were not included in the Requirements and the proposed solution.

#### 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.

#### f. Proposed *Subcontractors Form* (see [SRV-1](#), section 14)

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* (see [SRV-1](#), section 11)
    - 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.
- C. Redacted copy of the *Technical Proposal Packet*
1. One (1) redacted (marked *Redacted*) copy of the Prospective Contractor's proposal response (see *Proprietary Information*), if applicable.
- D. Prospective Contractors should not alter language in Solicitation document(s) or *Official Solicitation 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. Prospective Contractors **shall** be authorized to do business in the State of Arkansas prior to award.
- B. Prospective Contractors **shall** be familiar with Arkansas Procurement Law.
- C. Prospective Contractors **shall** have provided similar services to at least three (3) ~~other states public entities, of at least similar size as Arkansas,~~ within the last five (5) years.
- D. Prospective Contractors **shall** have at least five (5) years of experience providing procurement or acquisition support services to public entities over the past ten (10) years.

### 2.2 GENERAL REQUIREMENTS

- A. The Contractor **shall** provide PSS to Purchasing Entities as determined by the services description negotiated at contract engagement.
  - 1. The services description may include all areas of the procurement as described in all five (5) categories of this RFP.
- B. The Contractor **shall** comply with all statutes, rules, policies, and procedures related to providing PSS under a resulting contract, including without limitation all procurement laws, rules, policies, and guidance.
- C. The Contractor **shall** have the capability to work within the Purchasing Entities existing systems as needed.
- D. The Contractor **shall** provide virtual and on-site services at times and locations determined by the Purchasing Entity.
- E. The Contractor **shall** sign non-disclosure agreements as requested by the Purchasing Entity.
- F. The Contractor **shall** consult on all supplemental agreements or legal issues that arise out of the formation of a contract for which the Contractor has provided assistance for the duration of that contract.

### 2.3 PROCUREMENT PLANNING

- A. The Contractor **shall** provide services to include advice and recommendations for all elements of procurement strategy planning, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedules, etc.
- B. The Contractor **shall** review and assist in the development of SOWs or specifications for planned procurements.
- C. The Contractor **shall** review solicitation documents and provide verification, validation, and recommendations to amend and develop the solicitation to produce correct, clear, and concise obligations of all parties with respect to the needed commodities or services.
- D. The Contractor **shall** identify and make recommendations to specifications or SOWs to:
  - 1. Ensure the Purchasing Entity will obtain the best commodities or services or meet the goals that are available in the market at prices that are determined fair and reasonable
  - 2. Eliminate requirements that are not cost effective
  - 3. Improve service quality without impacting the cost(s)
  - 4. Describe requirement(s) of quality standards to increase the service life
- E. The Contractor **shall** recommend minimum qualifications for vendor selection.

### 2.4 MARKET RESEARCH

- A. The Contractor **shall** provide market research, including without limitation:

1. Researching available suppliers and comparing the services and costs of obtaining commodities or services from different providers
  2. Compiling information in reports for use in the development of a procurement plan and competitive solicitation
  3. Providing advice and recommendations for all elements in market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestones, and other relevant elements
  4. Researching existing government-wide contracts for available products and services
  5. Identifying regulatory or political risks or changes that may impact the supply market
  6. Providing third-party risk data on potential suppliers and access to data sources used
  7. Providing cost-benefit analyses for single versus multi-award contracts
- B. The Contractor **shall** provide cost & pricing analysis for the review of a solicitation document, development of a solicitation document, or both.
1. The Contractor **shall** assist in developing estimated cost and price elements for the work to be performed to prepare analyses for Purchasing Entities to make sound decisions on the financial viability of a project
- C. The Contractor **shall** independently review and evaluate specific elements of proposed cost estimates to determine whether the cost estimate is realistic for the work to be performed.

## 2.5 INDEPENDENT GOVERNMENT COST ESTIMATE

- A. The Contractor **shall** provide an Independent Government Cost Estimate (IGCE) to project the cost of a contract, which may include without limitation, data collection, sufficiency review, data analysis, and results reporting.
- B. IGCEs **must** be unbiased, realistic cost estimates that reflect a clear understanding of the requirements.
- C. The Contractor **shall** be unbiased and objective in its approach and methodologies and **shall not** have a vested interest in the contract for which the Contractor is generating the estimate.
- D. The Contractor **shall** maintain confidentiality and **shall not** be allowed to respond to a solicitation for which it participated in the IGCE in any manner whatsoever.

## 2.6 CONTRACT MANAGEMENT

- A. The Contractor **shall** assist Purchasing Entities with developing strategies for contract management, contract implementation, contract administration, measurement of work completion, and payment computation.
- B. As requested, the Contractor **shall** assist Purchasing Entities with developing Contract Administration Plans (CAP) that define how the contract will be administered.
- C. As requested, the Contractor **shall** assist Purchasing Entities with developing vendor performance plans that describe needed processes and recommend tools that will guide the Purchasing Entity through vendor performance evaluations.

## 2.7 CONTRACT ENGAGEMENT

- A. Purchasing Entities requesting services will develop a more specific service description and will submit the service description to the Contractor.
- B. ~~The~~ Should the Contractor choose to engage with the Purchasing Entity, the Contractor **shall** respond to the Purchasing Entity's SOW within the timeframe required in the service description.
- C. Should the Contractor decline engagement, the Contractor **shall** decline the Purchasing Entity's request in writing.

- D. If requested by the Purchasing Entity, the Contractor **shall** enter into Discussions with the Purchasing Entity for purposes including, but not limited to, further defining the service description details and negotiating pricing.
- E. Pricing proposed by the Contractor at the time of each engagement **must not** exceed established rates.
- F. Should the Purchasing Entity request all-inclusive project pricing, pricing **must** be comparable to established rates and **must** be justified through a breakdown of rates and estimated hours per project.
- G. During Discussions, the Contractor may be required to sign and comply with a conflict of interest agreement to ensure the Contractor has no conflicts of interest with suppliers who may respond to the solicitation project.
- H. Contractors **shall** identify potential conflicts of interest and address them to the satisfaction of the Purchasing Entity prior to finalizing a contract.
- I. Contractors **shall not** participate in solicitation projects for which they have conflicts of interest.
- J. Purchasing Entities **shall** be responsible for establishing and administering the contract(s) they establish from the resulting statewide contract.

## 2.8 STAFFING

- A. The key personnel Prospective Contractors assign to the State's contract(s) **shall** have at least five (5) years of experience in public procurement consulting.
- B. The Contractor's support team members **shall** possess strong communication skills and expertise in needed topics and programs.
- C. The Contractor **shall** provide staff with the skills to research and effectively interview subject matter experts (SMEs) if they are not the SMEs themselves.
- D. The Contractor **shall** hire an SME if there is not currently one on staff capable of assisting in the Purchasing Entity's needs.
  - 1. SMEs **shall** have at least five (5) years of experience in their specialty category and **shall** meet other requirements as specified by the Purchasing Entity during each engagement.
- E. The Contractor's staff **shall** have experience drafting comprehensive plans outlining the agency and vendor responsibilities and requirements in an easy-to-understand document.
- F. The Contractor **shall** assign personnel to the Purchasing Entity's account as requested by the Purchasing Entity and negotiated during contract engagement.
- G. If not available in-house, the Contractor **shall** employ or contract for a subject matter expert for the required area. The State prefers access to in-house personnel.
- H. The Contractor **shall** have appropriate staff with the level of experience to handle the different needs or difficulties of the contract.

## 2.9 TRAVEL

- A. The Contractor **shall** have all travel pre-approved by the Purchasing Entity prior to finalizing travel arrangements.
  - 1. The State will not pay any travel costs without prior written authorization from the Purchasing Entity.
- B. As reasonably achievable, the Prospective Contractor **shall** be fully transparent in disclosing all travel the Contractor anticipates will be necessary to fulfill its obligations during Discussions.
- C. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

- D. Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor.

## 2.10 INSURANCE

- A. The Contractor **shall** maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death, and property damage which may arise from operations under this contract, whether such operations be by the Contractor, the subcontractor, or anyone directly or indirectly employed by either of them.
  - 1. If any subcontractor is involved, the insurance policy or policies **shall** name the subcontractor as an additional insured.
- B. The Contractor **shall** provide the following minimum insurance coverage(s) and limit(s), including for its subcontractor(s) where appropriate.
  - 1. Commercial General Liability – limit: \$1,000,000 per occurrence; \$2,000,000 aggregate
  - 2. Professional Liability – limit: \$1,000,000 per claim; \$2,000,000 aggregate
- C. Each insurance policy required by this contract, including a subcontractor’s policy, **must** include the State of Arkansas as an additional insured with respect to operations performed for the State of Arkansas.

## 2.11 REPORTING AND INVOICING

- A. The Contractor **shall** submit status and expense reports within the timeframes and in formats required by the Purchasing Entity.
- B. The Contractor **shall** submit itemized invoices in formats required by the Purchasing Entity.
- C. The Contractor **shall** submit quarterly spend and usage reports to the OSP contract manager that **must** include the following for each Purchasing Entity engagement:
  - 1. Purchasing Entity name
  - 2. Project summary
  - 3. Total hours billed
  - 4. Cost per hour and total price for hours billed
- D. Quarterly spend and usage reports submitted to the OSP contract manager **must** be submitted in Excel or similar format by the last day of the month following the reporting quarter.
  - 1. Reporting quarters are Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec
- E. The Contractor(s) **shall** meet virtually with the OSP contract manager semi-annually, or as otherwise agreed upon between the Contractor and OSP, for status and usage updates.

## 2.12 PRIVACY AND SECURITY

- A. The Contractor and its subcontractors, employees, and officers **shall not** use, sell, or otherwise disclose any information obtained by the Contractor to any outside party unless specifically provided in order to comply with the Requirements of a resulting contract, including but not limited to, information regarding security procedures, business operations, personally identifiable information, or commercial proprietary information.
  - 1. The Contractor **shall** obtain written approval from the State prior to the use of any of the State’s information.
- B. The Contractor **shall** comply with all federal and State mandates including privacy, security, and electronic data transfer requirements.
- C. The Contractor **shall** only access data belonging to the State as expressly authorized by the State.

- D. The Contractor **shall** hold the State's data and information in a secure location located within the continental United States as applicable.

### 2.13 END OF CONTRACT TRANSITION

- A. Upon termination or expiration of the contract, should any subsequent contract for PSS be awarded to a provider other than the Contractor, the Contractor **shall**, to the greatest extent possible and reasonable, cooperate with the State in initiating a smooth and orderly transition to the next provider.
- B. Upon termination or expiration of the contract, the Contractor **shall** transfer all data the Contractor has created, developed, produced, or managed while performing the services outlined in this contract to the Purchasing Entity within thirty (30) calendar days and **shall not** charge a fee to the Purchasing Entity for this service.
  - 1. All data **shall** become the exclusive property of the State.
  - 2. All data **shall** be transferred in the format approved by the Purchasing Entity, that can be edited and saved.
  - 3. This Requirement does not refer to the Contractor's intellectual property or other data protected by federal or state laws.

### 2.14 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.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by all 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.

## SECTION 3 – SELECTION

### 3.1 SELECTION PROCESS

- A. SAS OSP will review each *Technical Proposal Packet* to verify Submission Requirements have been met. *Technical Proposal Packets* that do not meet Submission Requirements will be rejected and will not be evaluated.
1. The State may conduct cost checks based on the cost submitted by each Prospective Contractor on the completed pricing response.
    - a. Prospective Contractors submitting Responsive Proposals with a proposed cost that falls twenty-five percent (25%) or more from the average submitted cost may be asked to justify their submitted cost.
    - b. Should SAS OSP request clarification and/or additional information regarding cost, Prospective Contractors **shall** provide clarification and/or additional information as specified by the request.
- B. A Department-appointed Evaluation Committee will evaluate and score Responsive Proposals. Evaluation will be based on the Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet* and the pricing submitted by the Prospective Contractor.
1. Cost information will be provided to the members of the Evaluation Committee (Evaluators) to allow them to determine which proposal(s) is the most advantageous to the State.
  2. 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 B: Scoring Table*.

**TABLE B: SCORING TABLE**

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the Prospective Contractor is reliable and capable of fully performing the required services.
5	The response provides metrics suggesting that the Prospective Contractor’s level of performance may be acceptable, but it does not clearly establish that the Prospective Contractor is reliable and capable of fully performing the required services.
0	The response provides metrics clearly establishing that the Prospective Contractor is unreliable and incapable of fully performing the required services.

3. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual scores. At the initial consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her score for each evaluation criteria.
4. 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.
5. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
6. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

- C. Prospective Contractors submitting Responsive Proposals will be contacted by SAS OSP to schedule an interview.
1. Prospective Contractors **shall** attend the interview as scheduled by SAS OSP.
  2. Evaluators will complete an Individual Score Worksheet for each interview. Evaluation will be based on the Prospective Contractor’s responses to questions presented during the interview. Individual scoring for each interview will be based on the Scoring Descriptions in 3.1.B.
  3. During a final consensus meeting, after all interviews are complete, Evaluators will have the opportunity to discuss the interviews and change their individual interview scores on the Consensus Scoresheet, if they feel that is appropriate.
    - a. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
  4. Should the State receive only one (1) Responsive Proposal, the State may forgo the interview portion of the evaluation if the proposal has received the Maximum Weighted Score Possible for the Experience, Solution, and Risk subsections.
    - a. In this scenario, the proposal would automatically receive the maximum weighted score possible for the interview subsection.
- D. Should the State request clarification and/or additional information Prospective Contractors’ responses, Prospective Contractors **shall** provide clarification and/or additional information as specified by the State.
- E. SAS OSP will submit responses and pricing received from the interviewed Perspective Contractors, along with the Evaluation Committee’s recommendation, to the Department for review and approval to move into Discussions.

**3.2 TECHNICAL PROPOSAL SCORE**

A. The *Information for Evaluation* section has been divided into subsections.

1. Each subsection has been assigned a maximum point value of ten (10) 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 their significance.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION’S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	25%	162.5
Solution	10	30%	195
Risk	10	20%	130
Interview	10	25%	162.5
<b>Total Technical Score</b>	<b>40</b>	<b>100%</b>	<b>650</b>

\*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.

**3.3 COST SCORE**

A. When scores are applied to pricing, the maximum amount of cost points will be given to the proposal with the lowest Grand Total Initial Two-Year Cost 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**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The State may move forward to Discussions with the Prospective Contractors determined reasonably susceptible of being selected for award.

	<b>MAXIMUM POINTS POSSIBLE</b>
Technical Proposal	650
Cost	350
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

**3.5 EXPLANATION OF THE SUBSECTIONS OF THE TECHNICAL PROPOSAL**

A. Experience

1. The Experience subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their experience, technical capability, and understanding of the State’s specific needs.
2. Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.
3. Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

B. Solution

1. The Solution subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve the State’s specific needs.
2. Prospective Contractors should provide a high-level overview of the Prospective Contractor’s proposed solution and/or approach to services using the Requirements outlined in the RFP.
3. Proposed solutions should be non-technical and include the Prospective Contractor’s recommendations for meeting the objectives and Requirements of the RFP.
4. Additional service options and recommendations above and beyond those included in the proposed solution should be included in the *Recommended Options Form*.

### C. Risk

1. The Risk subsection included in the *Technical Proposal Packet* allows Prospective Contractors to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the Prospective Contractor's delivery of the solution as offered in the proposal or to otherwise fail to meet the State's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
  - a. Prospective Contractors should include sources, causes, or actions that are both within and beyond the control of the Prospective Contractors that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction to the State.
  - b. Risks should be described in simple, clear, and non-technical terms.
  - c. Prospective Contractor should explain how the Prospective Contractor will mitigate, manage, and/or minimize each risk listed.
    - i. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the Prospective Contractor's performance in terms of time, cost, and client satisfaction.

### D. Interview

1. The Interview will allow Prospective Contractors to further demonstrate their experience in providing the services outlined in the RFP.
  - a. Each Prospective Contractor meeting the Submission Requirements will be contacted by SAS OSP to schedule an interview. Prospective Contractors **shall** attend the interview as scheduled by SAS OSP.
  - b. Prospective Contractors **shall** identify one (1) Project Lead at the time of interview confirmation who **shall** attend the interview as part of the evaluation process.
  - c. The Evaluation Committee will interview the Prospective Contractor's identified Project Lead using a pre-determined set of interview questions. Follow up questions may be asked based on responses given by the Project Lead.

## 3.6 DISCUSSIONS

- A. The State will move forward into Discussions with the responsible Prospective Contractor(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- B. Discussions may be conducted with the highest-ranking Prospective Contractor based on the Grand Total Score for each proposal or with multiple Prospective Contractors reasonably susceptible of being awarded a contract.
- C. Should the State choose to engage in Discussions with the highest-ranking Prospective Contractor, the Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
  1. Should the Department determine, through the Discussions process, that the Prospective Contractor's solution, approach, timelines, deliverables, expectations of the State, or a combination thereof make the Prospective Contractor no longer reasonably susceptible of being awarded a contract, the Department may abandon Discussions with that Prospective Contractor through a written justification to SAS OSP, and may proceed to additional rounds of Discussions with the next highest-ranking Prospective Contractor.
- D. Should the State choose to engage in Discussions with multiple Prospective Contractors contemporaneously, each Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
  1. Should a Prospective Contractor not provide the required documents within timeframes requested by SAS OSP or choose not to engage in the Discussions process, the Prospective

Contractor's proposal will be considered withdrawn and will not be subject to further consideration in the Solicitation process.

- E. If Discussions necessitate material revisions of proposals, each responsible Prospective Contractor reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- F. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** provide the following documents to the State:
  - 1. A detailed scope of work clearly identifying the Prospective Contractor's understanding, implementation, and performance of services required in this RFP, including all activities required by the Contractor and all activities expected by the State/Purchasing Entities
  - 2. A Risk Management Plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the Risk Plan submitted in the Prospective Contractor's *Technical Proposal Packet*
  - 3. A proposed financial summary, including:
    - a. The completed pricing response and *Recommended Options Form* submitted in the Prospective Contractor's *Technical Proposal Packet*
    - b. A proposed payment schedule
  - 4. Proposed project management and reporting templates
- G. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** address questions and/or concerns the State may have to the satisfaction of the State.
- H. During Discussions, the Prospective Contractor **shall** revise the Discussions documents until an agreement is made, and the State has provided final approval.
  - 1. The Prospective Contractor **shall** attend follow up Discussions meeting as determined necessary by the State. Reasonable effort will be made to accommodate scheduling conflicts.
- I. During Discussions, the Prospective Contractor **shall** present a final draft of the Discussions documents to the State, including, at minimum:
  - 1. A summary of all plans and scope of work developed during the Discussions process and mutually agreed upon by the State and the Prospective Contractor
  - 2. A detailed scope of work clearly identifying the Prospective Contractor's implementation and performance of services required in this RFP, including all provisions negotiated and agreed upon by the State and the Prospective Contractor since the Discussions Kick Off Meeting
  - 3. Description of deliverables in terms of simplified metrics
  - 4. The Risk Management Plan
  - 5. Project management and reporting templates
  - 6. Financial summary, including:
    - a. The completed pricing response submitted in the Prospective Contractor's *Technical Proposal Packet*
    - b. A list of agreed upon and accepted recommended options (with impact to price)
    - c. A payment schedule
    - d. Contact information for the Prospective Contractor's key personnel

- J. During Discussions, the Prospective Contractor **shall** present the final drafts of the items and **shall** summarize the coordination and planning completed during the Discussion process.
- K. Once approved by the State, final drafted documents will become part of the resulting contract.
- L. The Prospective Contractor may determine which key personnel will attend the Discussions meetings.

**3.7 ANTICIPATION TO AWARD**

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting in ARBuy by the date and time listed in Table A.
  - 1. It is the responsibility of Prospective Contractors to check the ARBuy 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.

**3.8 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/vendor/index.html> and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
  - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
  - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
  - 3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.
- D. 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).
- E. 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).
- F. 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.
- G. 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.
- H. 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.
- I. 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).
- J. 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.
- K. 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 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.

#### 4.4 CONVENIENCE FEE

- A. Convenience Fee
  1. The Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e., local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on the Contractor invoice date and is effective upon the date of execution of a contract. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.
  2. Unit prices are inclusive of the convenience fee and the Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for Department customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.
- B. Quarterly Reporting and Fee Remittance
  1. The Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

2. The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:
  - a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
  - b. Purchasing entity
  - c. Total of Convenience Fee amount due
  - d. Such other information as the State may reasonably request
3. If no Sales were made to State during the reporting quarter, then a report **shall** be submitted showing zero sales and zero convenience fees due.

C. Payment of Convenience Fee

1. The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in the Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

D. Retention and Inspection of Records

1. The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, the Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.