



State of Arkansas
BUREAU OF LEGISLATIVE RESEARCH
 500 Woodlane Ave.
 State Capitol Building, Room 315
 Little Rock, Arkansas 72201-1011

REQUEST FOR PROPOSAL

Bid Number: **BLR-01-2007**

Buyer: Jim Schratz

Commodity: Develop & deploy a Microsoft Office
 SharePoint Server 2007 (MOSS 2007) Solution

Bid Opening Date: 12/28/2007
 Bid Opening Time: 2:00 PM

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE REQUEST FOR PROPOSAL ENVELOPE SHALL BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE REQUEST FOR PROPOSAL NUMBER, DATE AND HOUR OF THE OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID DOCUMENTS TO THE BUREAU OF LEGISLATIVE RESEARCH PRIOR TO THE SCHEDULED TIME FOR OPENING OF THE PARTICULAR BID. WHEN APPROPRIATE, VENDORS SHOULD CONSULT WITH DELIVERY PROVIDERS TO DETERMINE THAT THE BID DOCUMENTS WILL BE DELIVERED TO THE BUREAU OF LEGISLATIVE RESEARCH STREET ADDRESS PRIOR TO THE SCHEDULED TIME FOR BID OPENING. DELIVERY PROVIDERS, USPS, UPS, FEDEX, DHL DELIVER MAIL TO OUR STREET ADDRESS, 500 WOODLANE AVENUE, STATE CAPITOL BUILDING, ROOM 315, LITTLE ROCK, AR 72201-1011, ON A SCHEDULE DETERMINED BY EACH INDIVIDUAL PROVIDER. THESE PROVIDERS WILL DELIVER TO OUR OFFICES BASED SOLELY ON OUR STREET ADDRESS.

MAILING ADDRESSES:
 Bureau of Legislative Research
 500 Woodlane Avenue
 State Capitol Building, Room 315
 Little Rock, AR 72201-1011

BID OPENING LOCATION:
 Bureau of Legislative Research
 500 Woodlane Avenue
 State Capitol Building, Room 272
 Little Rock, AR 72201-1011

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

Identification: _____
 * _____ *

Federal Employer ID Number _____ Social Security Number _____

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

GENERAL DESCRIPTION: Submit proposal to design, develop, and deploy a Microsoft Office SharePoint Server 2007 (MOSS) solution and to provide other services for tuning and troubleshooting Microsoft server environments for the Bureau of Legislative Research.

TYPE OF CONTRACT: Term

BUYER: Jim Schratz, jim@arkleg.state.ar.us

STANDARD TERMS & CONDITIONS

1. General: Any special terms and conditions included in the Request for Proposal override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. Acceptance and Rejection: The State reserves the right to accept or reject all or any part of a proposal or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. Bid Submission: Bids shall be submitted to the Bureau of Legislative Research on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid shall be typed or printed in ink. Late bids shall not be considered under any circumstances.
4. **SIGNATURE: FAILURE TO SIGN THE BID WILL DISQUALIFY IT. THE PERSON SIGNING THE BID SHOULD SHOW TITLE OR AUTHORITY TO BIND HIS FIRM IN A CONTRACT. THE SIGNATURE SHALL BE IN INK.**
5. Amendments: The bid cannot be altered or amended after the bid opening except as permitted by regulation.
6. Award: It is the intent of the Bureau to award a contract. A Request for Proposal does not commit the Bureau of Legislative Research Official to award a contract or to procure services or supplies. A term contract results in a binding obligation without further action by either party.
7. Firm Contracts: A written State Purchase Order mailed, or otherwise furnished, to the Vendor within the time of acceptance specified by Agency.
8. State Property: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Vendor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the Vendor's expense to the FOB point properly identifying what is being returned.
9. Patents or Copyrights: The Vendor agrees to indemnify and hold the state harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
10. Assignment: Neither any contract entered into pursuant to this request for proposal is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

11. Other Remedies: In addition to the remedies outlined herein, the Vendor and the state have the right to pursue any other remedy permitted by law or in equity.
12. Lack of Funds: The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered, but unpaid for, goods will be returned in normal condition to the Vendor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Vendor may file a claim with the Arkansas Claims Commission. If the Vendor has provided services and there are no longer funds legally available to pay for the service, the Vendor may file a claim.
13. Discrimination: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Vendor agrees as follows:
 - a. The Vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
 - b. In all solicitations or advertisements for employees, the Vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
 - c. The Vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;
 - d. Failure of the Vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part;
 - e. The Vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or Vendor.
14. Contingent Fee: The Vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Vendor for the purpose of securing business.
15. Antitrust Assignment: As part of the consideration for entering into any contract pursuant to this request for proposal, the Vendor named on the front of this request for proposal, acting herein by the authorized individual or its duly authorized agent, hereby, assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
16. Disclosure: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.
17. Minority Business Policy: Minority participation is encouraged in this and all other contracts by the Bureau. "Minority" is defined under Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".
18. Equal Employment Opportunity Policy: In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the Vendor's Equal Opportunity Policy prior to issuing a contact award. Equal Opportunity Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or may be submitted as a hard copy

accompanying the bid response. The Office of State Procurement will maintain a file of all Vendor Equal Opportunity Policies submitted in response to solicitations. Vendors are responsible for providing updates or changes to their respective policies and for supplying Equal Opportunity Policies upon request. **Vendors that do not have an established Equal Opportunity Policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.**

19. **Employment Of Illegal Immigrants:** Pursuant to Arkansas Code Annotated § 19-11-105, all Vendors shall certify prior to award of the contract that they do not employ or contract with any illegal immigrants performing this contract with the Bureau. Vendors shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html
20. **Alteration Of Original Request For Proposal Documents:** The Bureau of Legislative Research objects to and shall not consider any additional terms or conditions in the Request for Proposal submitted by a Vendor, including any terms or conditions appearing in documents attached to Vendor's response to the Request for Proposal. By signing and submitting its Request for Proposal, a Vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that shall be submitted with a Request for Proposal, shall be ground for rejecting a Request for Proposal.
21. **Requirement Of Amendment:** The original written or electronic language of the Request for Proposal may be modified only by amendments written and authorized by the Bureau of Legislative Research. If a discrepancy occurs between the original written language of the Request for Proposal and the electronic language of the Request for Proposal, the Bureau shall determine the controlling version and notify Vendors accordingly.
22. **Anticipation Of Award:** After complete evaluation of the proposal, the anticipated award will be posted on the Office of State Procurement website (http://www.arkansas.gov/dfa/procurement/pro_intent.php) and/or the legal section of a newspaper of statewide circulation. The results may be posted for a period of fourteen (14) days.

The Bureau of Legislative Research reserves the right to waive the Anticipation of Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation of Award section of the Office of State Procurement website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
23. **Technology Access Clause:** The Vendor expressly acknowledges that certain statutory requirements relating to technology accessibility by persons with visual impairments may be required in connection with the purchase of information technology under this Request for Proposal.

Accordingly, the Vendor represents and warrants to the Bureau of Legislative Research that the technology provided to the Bureau of Legislative Research is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include,

but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

If requested, the Vendor shall provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

24. Compliance with the State Shared Technical Architectural Program: The respondent solution shall comply with the State's Shared Technical Architecture Program which is a set of policies and standards that can be viewed at www.techarch.state.ar.us. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION

- A. The purpose of this Request for Proposal is to select a qualified Vendor to provide the most advantageous method for Bureau of Legislative Research to deploy a fully functioning Microsoft Office SharePoint Server 2007 (MOSS) system. In addition, the Vendor shall be able to provide services related to tuning, upgrading and troubleshooting a Microsoft server environment (Windows, SharePoint, Active Directory, Exchange, ISS, ISA, .NET, SQL Server).
- B. Vendors shall submit information related to envisioning architecting, designing, developing and deploying a MOSS system.
- C. Vendors shall include in their Request for Proposal software that enhances SharePoint workflow and form efficiencies.
- D. Vendors shall be experienced in upgrading, tuning, and troubleshooting Windows server systems.
- E. Vendors shall submit responses, with their proposal, to the information contained in Section 2 of this Request For Proposal.

1.1 DEFINITION OF TERMS

The Bureau has made every effort to use industry-accepted terminology in this Request For Proposal. Unless a term is an industry-accepted term, words shall have their usual and ordinary meaning.

1.2 ISSUING AGENCY

The Bureau of Legislative Research issues this Request For Proposal. The Bureau of Legislative Research is the sole point of contact in the State for this Request for Proposal. Vendor questions regarding this Request for Proposal related matters should be made through the Bureau of Legislative Research's buyer, Jim Schratz, at jim@arkleg.state.ar.us.

1.3 CAUTIONS TO VENDORS

- A. Only proven experience in this field of discipline, as demonstrated in the Vendor's submitted Request for Proposal, will be considered. In executing a contract issued under this Request for Proposal, a Vendor shall possess the proficiency and skill necessary to provide technical advice to other professionals in a formal atmosphere.
- B. The Bureau of Legislative Research reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this Request For Proposal, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - 1) Failure of the Vendor to submit proposal(s) on or before the deadline established by the issuing office.
 - 2) Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - 3) Failure to provide a performance security or performance bond.
 - 4) Failure to sign the Official Proposal.
 - 5) Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.
 - 6) Any wording by the Vendor in their response to this Request For Proposal, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this Request For Proposal.
 - 7) Failure of any proposed services to meet or exceed the specifications as outlined in this Request For Proposal.
- C. During the time between the proposal opening and contract award, Vendor shall not initiate contact with the Bureau concerning this Request For Proposal. Specifically, the person(s) named in paragraph 1.2 above will initiate all contact.
- D. Vendors shall respond to each numbered paragraph of the Request For Proposal stating first the paragraph number, secondly, the specification, and lastly, the Vendor's response.
- E. Vendors shall submit signed original proposal on or before the date specified on page 1 of this Request For Proposal. The Vendor shall submit six (6) copies of the proposal, one (1) of which shall be an electronic version, preferably in MS Word format, on CD or Floppy disk. **Do not include any pricing from the Official Proposal Price Sheet on the copies, including the CD or Floppy disk.** Pricing from the Official Proposal Price Sheet shall be separately sealed from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet shall also be sealed separately from the electronic version of the proposal. In the event the Bureau of Legislative Research requests additional copies of the proposal, they shall be delivered in a prompt and timely manner.
- F. For a proposal to be considered, an official authorized to bind the Vendor to the contract shall have signed the original proposal that is submitted.
- G. All official documents and correspondence shall be included as part of the contract.

1.4 TERMS AND CONDITIONS OF PROPOSAL

- A. The term of the contract shall be for one (1) year. In order to successfully complete the terms of this contract, the contract may be mutually extended for cause for an additional six (6) month period as evidenced in a separate writing signed by the parties.
- B. All invoices shall be forwarded in duplicate to the:
Bureau of Legislative Research
Attention: Accounts Payable
500 Woodlane Ave.
State Capitol Building, Room 315
Little Rock, Arkansas 72201-1011
- C. Each invoice shall show an itemized list of charges by type of service.
- D. Payment shall be made in accordance with applicable State of Arkansas accounting procedures. A Vendor shall not invoice the Bureau in advance of delivery and acceptance of any service under this contract. Payment shall be made only after the Vendor has successfully satisfied the Agency as to the reliability and effectiveness of each service or product as a whole.
- E. Vendors shall submit all of the provisions required in the Request For Proposal. An official authorized to bind the Vendor to a resultant contract shall sign bids.
- F. The Bureau shall not sign any documents that include terms or conditions other than those outlined in this Request For Proposal.
- G. The Vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful Vendor and surety shall indemnify and save harmless the Agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful Vendor.
- H. The Vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures as may be required under Arkansas law. Access to financial records and accounting will be granted upon request to State or Federal government entities or any of their duly authorized representatives.
- I. Financial and accounting records shall be available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.5 REQUEST FOR PROPOSAL FORMAT

- A. Any statement in this document that contains the word "**shall**" means that compliance with the intent of the statement is mandatory and failure by the Vendor to satisfy that intent shall cause the proposal to be rejected.
- B. The Bureau requests that Vendors respond to each item or paragraph of the Request For Proposal in sequence. Items not needing a specific Vendor statement may be responded to by concurrence or acknowledgment. No response to those items will be interpreted as an affirmative response.
- C. References to handbooks or other technical materials as part of a response shall not constitute the entire response and shall identify the specific page and paragraph being referenced.

1.6 SEALED PRICES

The Official Proposal Price Sheet shall be sealed and submitted separately from the proposal response. Vendors shall include all pricing information on the Official Price Proposal Sheet only and shall clearly mark said page(s) as pricing information.

1.7 PROPRIETARY INFORMATION

In order to be treated as proprietary, proprietary information submitted in response to this Request For Proposal shall be identified as proprietary and marked as "Confidential", "Trade Secret", or the like as shall be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents that are not proprietary pertaining to the Request For Proposal become the property of the State and shall be open to public inspection subsequent to proposal opening.

1.8 RESERVATION

This Request For Proposal does not commit the Bureau of Legislative Research to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

1.9 SCHEDULE OF EVENTS

November 30, 2007 REQUEST FOR PROPOSAL Posted
December 14, 2007 Vendor Questions Due no later than 4:30 p.m.
December 19, 2007 Response to Vendor Questions posted no later than 3:00 p.m.

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

1.10 CLARIFICATION OF REQUEST FOR PROPOSAL AND QUESTIONS

If additional information is necessary to enable Vendors to better interpret the information contained in the Request For Proposal, written questions will be accepted until the close of business on December 14, 2007. Vendor questions submitted in writing will be consolidated and responded to by the Bureau. The consolidated written Bureau response will be posted on the Office of State Procurement (OSP) website on or before 3:00 p.m. December 19, 2007. Answers to verbal questions may be given as a matter of courtesy and shall be evaluated at Vendor's risk. Questions should be sent to Jim Schratz at jim@arkleg.state.ar.us.

1.11 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS

- A. In the event it is deemed necessary to have the Vendors further explain or demonstrate the functions of the proposed service, the top three (3) technical ranked Vendors shall make oral and/or written presentations and/or demonstrations to the Bureau.
- B. In the event a demonstration is necessary, the Bureau will schedule the time for each demonstration or presentation. The demonstration is not to exceed two (2) hours. All presentations may be recorded.
- C. The Vendor shall pay all expenses associated with the demonstrations or presentations, except travel for State employees.
- D. Inability of the Vendor to provide an acceptable demonstration/presentation shall cause rejection of the proposal.

1.12 PERFORMANCE SECURITY

- A. In order to assure full performance of all obligations imposed on a Vendor by contracting with the State, the Vendor shall be required to provide a performance security in an amount of at least fifty percent (50%) of the total proposal price submitted by the Vendor within ten (10) working days from date of receipt of the State's written notification by mail of its intent to award a proposal. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check drawn on an Arkansas bank. An irrevocable letter of credit from an Arkansas bank is also acceptable. The Bureau of Legislative Research shall not award the contract until satisfactory acceptance of the performance security. The performance security will be released at the end of the contract period.
- B. If a Vendor fails to deliver the required performance security, the proposal shall be rejected and the contract may be awarded to the provider of the next ranked proposal.

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. The selected Vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact for the Bureau.
- B. The Bureau reserves the right to interview the key personnel assigned by the successful Vendor and to recommend and/or require reassignment of personnel deemed unsatisfactory by the Bureau. The Bureau reserves the right to approve subcontractors for this project and to require primary contractors to replace subcontractors who are found to be unacceptable. If any part of the work is to be subcontracted, responses to this Request For Proposal shall include a list of subcontractors, including :
 1. firm name and address,
 2. contact person,
 3. complete description of work to be subcontracted, and
 4. descriptive information concerning subcontractor's organizational activities.
- C. The selected Vendor will be required to assume responsibility for all services obtained under contracts resulting from this REQUEST FOR PROPOSAL. It will be the responsibility of the Vendor to verify completeness of each order, and its suitability to meet the needs of the Bureau of Legislative Research.
- D. Vendor shall submit at least three (3) references and information about experience with similar projects and the scope of work performed.

1.14 PROPOSAL OPENING DATE AND LOCATION

- A. To be considered, proposals shall be received prior to the time and date specified on page one of the Request For Proposal.
- B. Proposals shall be publicly opened and announced at that time, and become public information under the laws of the State of Arkansas

1.15 STATEMENT OF LIABILITY

The State shall demonstrate reasonable care, but at no time shall the State be responsible for or accept liability for any Vendor-owned items.

1.16 AWARD RESPONSIBILITY

The Bureau of Legislative Research shall be responsible for award and administration of any resulting contract(s).

1.17 BREACH OF CONTRACT AND LITIGATION

- A. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the Vendor, the Bureau of Legislative Research will notify the Vendor in writing of the default and may assess reasonable charges against the Vendor's performance security. If, after notification of default, the Vendor fails to remedy the State's damages within ten (10) working days, the Bureau of Legislative Research may initiate procedures for collection against the Vendor's performance security.
- B. In order to achieve the greatest economy for the State, in the event of breach the Bureau of Legislative Research may choose the next highest ranked Vendor, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the procurement laws.
- C. The Vendor shall give the Bureau immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Vendor by any subcontractor which, in the opinion of the Vendor, may result in litigation related in any way to the contract or the State.
- D. This contract shall be interpreted under the laws of the State of Arkansas.

1.18 PUBLICITY

The Vendor shall not cause or create any news releases pertaining to the Request For Proposal, services, study, data, or related project without the prior written approval of the Director of the Bureau of Legislative Research, whose approval shall apply to the content of any release as well. No results of the contract shall be released without prior written approval to persons designated by the Director of Bureau of Legislative Research.

1.19 INDEPENDENT PRICE DETERMINATION

- A. By submission of their proposal, the Vendor certifies, and in the case of a joint proposal, each party certifies as to its own organization, that the prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices have been received from or given to a competitive company.
- B. If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors understand that this paragraph may be used as a basis for litigation.

1.20 VENDOR CONFIDENTIALITY

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

1.21 COST

All charges shall be included on the Official Proposal Price Sheets, shall be valid for ninety (90) days following Request For Proposal opening, and shall be included in the costing evaluation. The Official Proposal Price Sheets shall be separately sealed from the proposal.

- A. The Bureau is not obligated to pay any costs not identified on the Official Proposal Price Sheet.
- B. Any cost not identified by the Vendor in the Official Proposal Price Sheet but subsequently incurred in order to achieve the service shall be borne by the Vendor.
- C. Official Proposal Price Sheets may be reproduced as needed.
- D. The Vendor shall identify all taxes and fees, both taxes and fees included in the quoted rate and taxes and fees not included in the quoted rate.

1.22 CANCELLATION

In the event the Bureau no longer needs the service specified in the contract or purchase order due to unforeseen circumstances such as program changes, changes in laws, rules or regulations, relocation of offices, or lack of appropriated funding, the Bureau may cancel the contract or purchase order by giving the Vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

1.23 DELEGATION AND/OR ASSIGNMENT

The Vendor shall not assign the contract in whole or in part or any payment arising thereunder without the prior written consent of the Bureau. The Vendor shall not delegate any duties under this contract to a subcontractor other than a subcontractor named in the proposal unless the Bureau of Legislative Research has given prior written consent to the delegation.

1.24 CONTRACT INFORMATION

By submitting a proposal, Vendors acknowledge the following standards regarding the State's contracting authority, and shall amend any documents accordingly. Failure to conform to these standards may result in rejection of proposal.

- A. The State of Arkansas **may not contract with another party to:**
 - 1. Indemnify and defend that party for any liability and damages. However, the Bureau of Legislative Research may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment, software or services and reimburse that party for the loss caused solely by the State's use or possession.
 - 2. Upon default, to pay all sums to become due under a contract.
 - 3. Pay damages, legal expenses or other costs and expenses of any party.
 - 4. Continue a contract once the service has been terminated.
 - 5. Conduct litigation in a place other than Pulaski County, Arkansas.
 - 6. Agree to any provision of a contract which violates the laws or Constitution of the State of Arkansas
- B. A party that proposes to contract with the State of Arkansas shall:
 - 1. Include in its proposal that the laws of the State of Arkansas govern the contract.
 - 2. Acknowledge in its' proposal that contracts become effective when awarded by the Bureau of Legislative Research .

1.25 VENDOR REFERENCES

Vendors shall submit with the proposal at least three (3) reference accounts (including company name, persons to contact, email addresses, and telephone number) located in the United States and referencing installations similar in size and scope to that proposed under this Request For Proposal. The Bureau of Legislative Research reserves the right to request or obtain additional information.

1.26 MANUALS

Vendors shall state their procedures for updating or enhancing any manuals provided in response to this Request For Proposal.

1.27 IMPLEMENTATION SCHEDULE

The Bureau requires implementation of the Vendor's services no later than February 1, 2008. Offers shall include this date of implementation as part of their proposal.

1.28 CONTRACT PAYMENT

Payment shall be made only after the Vendor has successfully satisfied the Bureau of Legislative Research as to the reliability and effectiveness of the service provided.

1.29 NEGOTIATIONS

Discussions may be conducted with a responsive Vendor who submits a proposal that is determined to be reasonably susceptible of being selected for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

SECTION II SYSTEM REQUIREMENTS

2.0 Specifications And Requirements – Vendor Proposal Shall Include Complete Response To All Items In Section II

The Bureau of Legislative Research is seeking proposals from qualified Vendors to assist the Bureau with the implementation of Microsoft Office SharePoint Server (MOSS) 2007 system. The primary function of the system is to redefine the Arkansas Legislature's intranet and internet presence through a primary portal site, making use of web content management features, and developing Americans with Disabilities Act (ADA)-compliant master pages and standards and best practices.

The Bureau of Legislative Research is seeking a consulting firm who can work jointly with our Information Technology (IT) staff with this implementation; complete the project, and provide hands-on knowledge transfer through project deployment.

The Bureau of Legislative Research is seeking a firm who has actual experience in completing a number of Microsoft Office SharePoint Server (MOSS) 2007 implementations similar in size and scope to this proposal. Experience completing this work in a governmental environment is a major consideration in awarding the contract.

2.1 The MOSS implementation shall include:

- Assistance with planning, architecture, design, development, and implementation of the MOSS 2007. For this proposal, DO NOT include the cost of software licensing or hardware purchases - they will be secured separately through normal state contract procedures.
 - A detailed schedule of all software proposed for this project.
 - A detailed schedule of all hardware (if any) required for this project. Where appropriate, include relevant specifications (e.g. storage capacity or scanner performance information)
- A detailed schedule of all servicing requirements to complete this project.
- The Bureau of Legislative Research has the option to procure software tools that facilitate MOSS's effectiveness.
- Once the infrastructure is established, the site should go through an iterative development process where content is delivered in phases.
- The site shall include the following functionality:
 - Search capability for the entire site
 - Document sharing by the Bureau of Legislative Research staff
 - Access control and authorization provisions to control what users or groups have either read, write, edit or delete permissions
 - Scalability to add content, additional users, and groups as needed with security provisions
- Development of standards and best practices
- Integration of existing Digitech Systems, Inc's PaperVision Enterprise. PaperVision Enterprise is currently in use as one aspect of the Bureau's record management system. It has the ability to image paper records, index them to a data base (currently Microsoft SQL) and provide secure access to the documents via the intranet. The system also provides workflow, security, and the ability to store data in multiple content formats.
- The system shall be able to provide integration with external data sources for search and other purposes using Protocol Handlers and BDCs (Business Data Catalogs).
- Because Records Management involves workflows and business rules, the system shall account for the automation of business processes and workflows from the simple to the most complex either out of the box or using other tools that the Vendor shall provide. Where needed, the system should make use of other Microsoft products to facilitate the design and execution of workflows.
- The system shall be designed to provide future expansion to and tight integration between the various platform layers of the overall Enterprise Content Management solution as listed below:
 - Document Imaging/Scanning platform
 - Document Management platform

- Intranet/Internet/Extranet platform
- Records Management platform
- E-forms/Workflow Platform (Intranet forms)
- Others...Integration with non Microsoft platforms
- Delivery of product documentation, user manuals and source code.
- Training of IT staff and end users.
- Refer to Table in Section 2.12 Document Functionality Checklist. Any category labelled mandatory shall be provided. If additional functionality beyond mandatory is provided note the capability.

2.2 Vendor Profile

Supply the following information about your organization:

- Name
- Home office address
- Nearest sale/support office address
- Name, title, telephone, fax, and email address of contact person

The Vendor shall detail and include:

- The qualifications and number of staff committed to delivery of services.
- How many years the organization has been in this type of business.
- A copy of their standard software support and maintenance agreement.
- A copy of their standard license agreement.

2.3 Proposed Solution

Provide a description of your solution based on MOSS 2007 that meets the needs mentioned in Section 2.12 and the rest of this RFP. The Bureau requires a six (6) month timeframe from contract signing to implementation of project.

2.4 Overview and Proposed MOSS 2007 Solution

Provide an overall description of the proposed solution that shows how the components (described in more detail below) fit together.

2.5 Component Description

Provide a short description of your solution in each of the following areas.

- Search
 - Search and Security
 - Advanced searching
 - Search and personalization
- Collaboration
- Workflows
- Web Applications
- Document imaging
- Library services and repository management
- Content deployment and delivery
- Site design, creation, and management
- Portals

- Dashboards
- Personalization
- Integration (with other content repositories as well enterprise software or line-of-business applications)
- If add-on Microsoft software products are available that enhances the performance or leads to increases in efficiencies then they should be included. It will be up to the Bureau to determine the value received and whether it is a decisive factor in accepting the software.

2.6 General Microsoft server environment support including:

- Assistance with planning, architecture, design, development, implementation, upgrading, tuning, checkups, and troubleshooting of current and future versions of Microsoft (Windows, SharePoint, Active Directory, Exchange, ISS, ISA, .NET, and SQL Server).
 - General troubleshooting (over the phone/remotely) when problems occur that can cause agency production delays
 - Work with Microsoft as necessary to help resolve issues with MS Exchange Hosted Services
 - Creation of a network DMZ
 - Assist in design and implantation of external Web Server, SQL Server and DNS server
 - General assistance with improving firewall/VPN configuration
 - Assist with MS SharePoint Server 2007 as needed
 - Assist with deploying MS Exchange Server 2007 as needed
 - Assist with MS SQL Server 2005 as needed
 - Assist with Windows Server 2003/2008 configurations as needed
 - Give recommendations for deployment of MS Management software for server and clients
 - Give recommendation for updating existing agency firewalls to more secure options
 - Advise on backup improvements

2.7 Services and Support & Professional Services

- Describe your implementation approach, project management tools and methodologies for the proposed solution.
- Affirm that staff members involved in implementing the proposed solution are employees of your company. If not, provide a profile of the third-party partner, its financials, and its number of employees.
- Describe your market expertise in implementing state government solutions.

2.8 Maintenance

- Do you have a support facility in the Arkansas? Describe facilities, staffing, etc.
- Do you have a 24/7 help desk? Where is it located? Is it staffed by your own employees or is it a third-party facility? Briefly discuss staffing numbers, background of agents, etc.
- Discuss the maintenance programs available. Do you offer on-site support?
- Do you provide maintenance/support on customization implemented during the initial installation?
- Does the maintenance program cover all future software upgrades? Explain.
- Discuss your service call escalation policy – Level 1, Level 2, etc.

- Historically, what percentage of service/support calls can be resolved remotely?
- What are recommended staffing requirements for ongoing support of the proposed solution? Discuss in terms of full-time equivalents (FTEs).

2.9 Warranty

- Describe any warranties offered with your proposed solution.

2.10 Support

- Describe the ongoing support options and include support pricing as an option on the price sheet.

2.11 Implementation Guidelines

The SharePoint Web Portal shall meet the following criteria:

- Site, Microsoft ASP.NET Master Pages, navigation controls, etc. shall be built in accordance to the Web Content Accessibility Guidelines 1.0, provided by the W3C. The site shall be ADA-compliant. The finished product should successfully validate to meet all Web Accessibility Initiative priority 1 and 2 checkpoints (<http://www.w3.org/TR/WCAG10/full-checklist.html>) using the Cynthia Says (<http://www.contentquality.com>), WebXact (<http://webxact.watchfire.com/>) or similar validator. This is to ensure that all content distributed through SharePoint is accessible to people with disabilities.
- Shall be accessible and useable with current versions of commonly used browsers including IE6+, Netscape 7+, Opera, Safari, Mozilla, and Firefox, across most widely used operating environments.
- Shall permit non-technical staff to maintain Web site content using a Web-based WYSIWYG editor and existing Microsoft Office 2002 infrastructure.
- Shall generate “friendly urls” (no IP addresses)
- Shall permit non-technical staff to use “Quick Deploy” to publish content as needed.
- Site templates/ASP.NET Master Pages shall include proper DOCTYPE declaration.
- Default master pages and application master pages shall be consistent.
- Cascading Style Sheets (CSS) –based styling shall provide control over the look and feel and validate to the W3C’s CSS 1.0 standards (<http://www.w3.org/TR/CSS1>)

Prior to acceptance of the portal site, the Bureau will test the site to ensure that it conforms to the ADA guidelines and requirements. If any portion of the site is not in conformance, the Vendor will be responsible for modifying the site so it is in conformance, such modifications shall be performed by the Vendor at no additional charge to the Bureau and within a reasonable timeframe.

2.12 DOCUMENT FUNCTIONALITY CHECKLIST

Criteria	Sub Criteria	Description	Mandatory Requirement ? (Yes/No)	Supported ? (Yes/No)
1. Library Services		Library services consist of capabilities to enable document check-in/check-out, to track versions and to provide document-level security. These represent the basics that all document management products shall meet. To guard against conflicting revisions, checked-out documents are generally locked so they cannot be used by others. Some products, however, will allow users to view checked-out documents. Some products allow individual document components to be checked out.	Yes	
2. Version Control		Version control is a core component of document library services and a minimum requirement a product shall meet to be considered a document management tool. There are varying degrees of support among the products, however. Some basic content services offerings only support major document versions. When evaluating a product, determine whether it allows objects to be specified as major, minor or branch versions. When a document is checked back into the repository with revisions, version control allows users to decide whether the document should be saved as a new version or whether it should overwrite an established one.	Yes	
	Major/minor versions	Typically, the document management system assigns a new document version number, but some products allow users to determine whether a new version number should be assigned. How many levels of versions are supported?	Yes	
	Branching	Branching services enable new documents to be derived from older document versions.		
3. Access Control		All document management systems shall be able to protect information while it is stored on the server and while it is being passed to the end user. Document security may be applied at the network operating system level, the repository level, the document level or the object level, depending on the document management product's capabilities. Document management systems typically require a user name and password to access documents and should be able to restrict access to the individual document level. Access rights are assigned to individual users or to user groups (role-based).	Yes	

Criteria	Sub Criteria	Description	Mandatory Requirement ? (Yes/No)	Supported ? (Yes/No)
3. Access Control (Cont.)	Levels of permission	Typical access levels include Owner, Author, Viewer, Administrator and None. More advanced document managers typically have multiple levels of permissions — often as many as 7 to 9. These might include control access; view, edit, retrieve, copy or delete documents; view published version only, and view or edit profiles.	Yes	
	Digital rights management	It is important to understand that security capabilities only apply to the documents while they are under management in a system's repository. Once a document is checked out of the server and onto someone's hard drive, it is no longer protected. Some document systems now include digital rights management capabilities to prevent users from sharing, printing, forwarding, or otherwise compromising a checked-out document.	Yes	
4. Compound Document Management		A compound document is essentially a document composed of elements from different computer applications, in other words, it is a "container" for multiple document types to form a logical document. For example, a Word file with an embedded CAD drawing or a Word file that includes a spreadsheet would be a classic example of a compound document. With this capability, objects can be assembled into pages and pages into documents. Products that support compound document management enable documents or components to be changed or reused to form new documents. The challenge is to track the links between each element and the documents in which it is used. Some products will automatically notify document owners that an element in one of their documents has changed and will report on all documents affected by the change. This capability is particularly crucial in enterprise wide repositories containing mission-critical documents, such as technical documentation, research associated with clinical trials or new drug development, or contracts.	Yes	

Criteria	Sub Criteria	Description	Mandatory Requirement ? (Yes/No)	Supported ? (Yes/No)
5. Renditions		A rendition is a representation of a document in a different format from the original, for example a PDF version or different language versions of the same document. "Renditioning" is a key feature of a document management system that provides for efficient storing and retrieving of multiple file formats of the document in the repository.	Yes	
6. Metadata Management		Almost every document has metadata associated with it. Metadata can include the date the document was stored, the name of the author and the name of the person that stored it. A document management system typically prompts the user to add metadata via a profile screen, but may automatically extract metadata. Document metadata is usually stored in a relational database.	Yes	
7. Search/Retrieval		The system shall provide some mechanism for finding and retrieving documents in a repository. Most document management products incorporate a full-text search engine. Typically, they allow users to search on the content as well as on document profiles (attributes). Users can search for documents by profile using Boolean (AND, OR and NOT, for example) operators or by full text using such methods as text strings, proximity searches and wild cards. They should enable searches to be performed by folder, by cabinet, within a single library and across libraries.	Yes	
	Cross-repository searching	One aspect that separates products targeted to workgroups from those meant for the enterprise is the capability to search across multiple servers — that is, multiple repositories.	Yes	
8. Change Notification/Subscriptions		At a minimum, the product should support e-mail notification that a document or object has changed. This notification should be sent automatically to users that need to know if there is a new version. Users can subscribe to be notified of changes to an object or a document.	Yes	

Criteria	Sub Criteria	Description	Mandatory Requirement ? (Yes/No)	Supported ? (Yes/No)
9. Offline Support		This feature lets a user work with documents while the network is unavailable or the user is disconnected from the network. Products with this feature allow disconnected users to access checked-out files and to edit or modify them locally. Once the user reconnects to the network, the documents are checked back in and synchronized to capture any changes or edits. This capability is becoming more important as organizations become more geographically dispersed and employees more mobile.	Yes	
10. Interfaces to Content Creation Tools/Desktop Applications		Document management tools typically take over after authoring, so it is imperative that the product you are considering provides interfaces for mainstream authoring applications such as desktop office suites, common graphics packages, imaging applications and CAD applications. Look for products that have open, published application programming interfaces.	Yes	
	Microsoft Office	Does the product offer "active" integration with Microsoft Office products through the File/Save menu items and does it, in some cases, provide a toolbar on the menu?	Yes	
	XML Authoring Tools	Can the product integrate with XML authoring tools such as Arbortext's Epic or JustSystems XMetal?		
	Interoperability Standards Support	Look for products that support interface and interoperability standards, such as Web Distributed Authoring and Versioning (WebDAV).		

**SECTION III
SELECTION CRITERIA**

3.0 EVALUATION & SELECTION

Responses will be reviewed by the Bureau of Legislative Research to ensure that all mandatory requirements have been submitted. An evaluation team determined by the Bureau will review the documents to determine the best technical proposals of the Vendors.

3.1 EVALUATING CRITERIA

The following General Information and Expertise will be evaluated using a weighted evaluation. The Vendor shall respond to each item listed in this section in order to be guaranteed a complete evaluation.

Total Maximum Points Available: 320

1. General Information and Expertise	
A. General Firm Information	20
B. Financial Soundness – Stability, financial viability	50
C. Scope of Services – Ability to meet the requirements as documented in Section 2	80
D. Proposed design concept in relation to business process	40
E. Experience with successful MOSS 2007 deployments (public sector preferred).	20
F. Ability to provide knowledge transfer in order for the system to be maintained after the Vendor has completed the engagement	20
G. Ability to provide appropriately qualified resources for the project duration	20
H. Vendor availability to begin project expeditiously and have the site up and functional	20
2. Cost	
A. Total Project Cost	50
A. The maximum cost points will be awarded based on the lowest total cost.	
B. Remaining proposals shall receive points in accordance with the following formula: $(a/b)(c) = d$	
a = lowest cost proposed in dollars	
b = second (third, fourth, etc.) lowest cost proposed	
c = maximum points for lowest cost	
d = number of points allocated for lowest cost tally	

OFFICIAL BID PRICE SHEET

Note: Vendor shall disclose, on this Official Bid Price Sheet, any additional costs or charges necessary for use of the service(s) offered. Any such costs or charges not disclosed herein will be borne by the Vendor.

1) Project Costs:

A summarized price schedule that clearly describes each of the following components required to purchase to affect a complete solution:

A. Software _____

B. Hardware _____

C. Service _____

D. Installation _____

E. Support and Maintenance _____

Total Project Cost: _____

2) Optional Costs:

A. Detailed schedule of all ongoing software support and maintenance costs:

i. One Time: _____

ii. Annual: _____

B. A future-oriented schedule detailing possible expansion pricing scenarios:

**Attachment A
Vendor's References**

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. Contact Email Address: _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number (with Area Code): _____
7. Description of Services Furnished: _____

* * * * *

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. Contact Email Address: _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number (with Area Code): _____
7. Description of Services Furnished: _____

* * * * *

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. Contact Email Address: _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number (with Area Code): _____
7. Description of Services Furnished: _____

**Attachment A
Vendor's References**

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. Contact Email Address: _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number (with Area Code): _____
7. Description of Services Furnished: _____

* * * * *

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. Contact Email Address: _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number (with Area Code): _____
7. Description of Services Furnished: _____

* * * * *

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. Contact Email Address: _____
5. City: _____ State: _____ Zip: _____
6. Telephone Number (with Area Code): _____
7. Description of Services Furnished: _____
