



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

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

Solicitation Number:	SP-27-011-RFP K-12 Emergency Notification System		
Procurement Specialist:	Tara Hernandez	Email:	tara.hernandez@arkansas.gov

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Arkansas Department of Shared Administrative Services (SAS), Office of State Procurement (OSP) for the Arkansas Department of Education (“ADE” or “Department”) to obtain pricing and a contract(s) for K-12 Emergency Notification Systems.

A contract(s) will be awarded to the Prospective Contractor determined to have submitted the proposal that is the most advantageous to the State. Prospective Contractors should direct all questions, comments, or concerns regarding this Solicitation to OSP, not the Department.

1.2 LIVE PROPOSAL OPENING INFORMATION

Proposals for this RFP are subject to a public opening during which names of Prospective Contractors will be read aloud. Information for attending the public opening is provided below:

Teams Meeting Link:	https://teams.microsoft.com/meet/251825421163107?p=eeB13ESo1EdxPfdUaR
Meeting ID:	251 825 421 163 107
Passcode:	7W6rJ9sU
Call in (audio only):	501.244.3310 or find a local number

1.3 TYPE OF CONTRACT

- A. As a result of this RFP, the State intends to award a contract to a multiple Contractors.
- B. The anticipated starting date for any resulting contract is December 21, 2026, 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, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

- B. "Academic Facility" means a building or space, including related areas such as the physical plant and grounds, where public school students receive instruction that is an integral part of an adequate education as described in [Ark. Code § 6-20-2302](#).
- C. "Alert Notification Administrator" means an individual employed by a school or education service cooperative to manage the Emergency Notification System at a school or district level for all Emergency Notification System Users located within their jurisdiction.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. "Emergency Notification System Users" means anyone who utilizes the Notification System on their phone, tablet, computer, or other notification device.
- F. "First Responder" means someone who is designated or trained to respond to an emergency and includes, but is not limited to, 911 and local fire and law enforcement agencies.
- G. "Political Subdivision," for the purpose of this Solicitation, means the Arkansas school or school district that has issued a purchase order to the Contractor.
- H. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- I. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- J. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- K. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- L. "Shall" and "must" mean the imperative and are used to identify Requirements.
- M. "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.
- N. "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.
- O. "Student Data" means student personally identifiable information (PII) and education records as defined in Ark. Code Ann. § 6-18-2603 and the federal Family Educational Rights and Privacy Act (FERPA).
- P. "Subcontractor" means a business or person that contracts with the Contractor to perform a portion of the work or services required by the resulting contract.
- Q. "State Holidays" mean days when State employees are on holiday leave. A list of those dates can be found on the [Secretary of State's website](#).

1.5 SOLICITATION SCHEDULE

For informational purposes, 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 State's discretion. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
Deadline for Prospective Contractor Questions	September 27, 2026
Answers to Questions Posted*	October 2, 2026
Proposal Due Date	October 15, 2026 @ 3 pm
Initial Proposal Evaluation*	October 16 – 20, 2026
Interviews*	October 22 – 28, 2026
Final Proposal Evaluation*	October 28 2026
Discussions Kick Off Meeting*	November 3, 2026
Finalize Discussions*	November 10, 2026
Post Anticipation to Award*	November 13, 2026
Award Contract*	December 21, 2026

1.6 CLARIFICATION OF SOLICITATION

- A. Prospective Contractors should submit questions about this Solicitation by the deadline listed in Table A using the SAP Business Network Message Board.
 1. Prospective Contractors **must** be registered in the SAP Business Network to submit questions.
- B. Questions submitted after the deadline may not be addressed.
- C. Prospective Contractors should download *Attachment A: Written Questions*, posted with the Solicitation, to itemize and submit questions.
- D. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
- E. Prospective Contractors should use the Clarification of Solicitation period to:
 1. Ask questions about requirements of the Solicitation
 2. Clarify Prospective Contractor assumptions
 3. Address price sheet concerns
 4. Notify the State of any Requirement that precludes the Prospective Contractor from submitting a Responsive Proposal
- F. Written questions will be consolidated and responded to as appropriate.
- G. A consolidated response is anticipated to be posted by the close of business on the date provided in Table A.
- H. If questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- I. Prospective Contractors may contact the OSP Procurement Specialist with non-substantive questions at any time prior to the proposal opening.

- J. An oral statement by OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- K. Only an addendum written and authorized by the State will modify the Solicitation.

1.7 RESPONSE DOCUMENTS

- A. All proposals **must** be submitted through the SAP Business Network.
 - 1. Prospective Contractors **must** be registered in the SAP Business Network to submit their proposals.
- B. To ensure compatibility, all documents must be submitted using Microsoft Office or Adobe compatible formats.
- C. Prospective Contractors **shall** utilize the *Technical Proposal Packet* posted with the Solicitation to submit their proposals.
- D. The following items are proposal Submission Requirements and **must** be submitted as part of a Prospective Contractor's proposal.
 - 1. Completed *Technical Proposal Packet* posted with the Solicitation (see RFP Section 3.5 for explanations about the *Technical Proposal Packet* subsections)
 - a. Signed *Proposal Signature Page*; signature may be ink or digital.
 - b. Completed *Proposed Subcontractors Form*, if applicable
 - c. Completed *Recommended Options Form*, if applicable
 - d. Response to the *Information for Evaluation* subsections
 - 2. Completed Line Item pricing (see RFP Section 1.8 for information about pricing)
 - 3. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - a. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract for professional services to submit a copy of its *Equal Opportunity (EO) Policy*.
 - b. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
- E. Failure of a Prospective Contractor to complete the Experience, Solution, or Risk subsections of the *Technical Proposal Packet* may result in rejection of the proposal as non-responsive.
- F. Should a Prospective Contractor exceed the page limits specified in the *Technical Proposal Packet* for a section, the page(s) exceeding the page limit for that section may be withheld from the Evaluators and will not be subject to consideration during scoring.
- G. Prospective Contractors should not include web addresses or links in their proposals unless explicitly requested to do so.
 - 1. Should a Prospective Contractor include web addresses or links in their proposals, the web addresses or links may be withheld from the Evaluators and may not be subject to consideration during scoring.
- H. The following items, which **must** be submitted prior to a contract award, may also be included with the Prospective Contractor's proposal:
 - 1. *EO 98-04: Contract and Grant Disclosure Form* (see [SRV-1](#), section 11)

2. *Voluntary Product Accessibility Template (VPAT)*, if applicable

- I. Prospective Contractors may include a redacted copy of their proposal (labeled *Redacted*), if desired (see RFP Section 4.5 *Proprietary Information*)
- J. Prospective Contractors may complete the Additional Commodities and Services document.
 - 1. Commodities and services that are not listed **shall not** be offered under the resulting contract.
- K. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter, promotional materials, or marketing information.
- L. Proposals **must** be submitted in the English language.
- M. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- N. Prospective Contractors may submit multiple proposals.

1.8 PRICING

- A. Prospective Contractors **shall** submit pricing for each Line Item listed in the Solicitation posting.
- B. If the Solicitation does not allow for accurate pricing, Prospective Contractor should notify the OSP Procurement Specialist during the Clarification of Solicitation period (see RFP Section 1.6).
- C. If the Solicitation does not provide a specific line item for a service or item required to meet the Requirements of the RFP, pricing for that service or item should be rolled into pricing for another line item so it is accurately captured in the overall price submitted for determining cost points.
- D. Prospective Contractors should not include optional services or items not required by the RFP in their submitted pricing.
 - 1. Recommended and optional services outside of the required scope of services should be entered on the *Recommended Options Form* (see RFP Section 3.5).
- E. In case of errors in formulas or extensions, unit prices **shall** govern.
- F. Pricing **must** be proposed in U.S. dollars and cents.
- G. Quantities stated are estimates only and are not guaranteed.
- H. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.
- I. The Contractor **shall** honor submitted pricing regardless of quantities ordered by the State.
- J. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.
 - 1. 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.
- K. State or local sales taxes should not be included in the price.

SECTION 2 – SCOPE AND REQUIREMENTS

2.1 BACKGROUND AND CURRENT ENVIRONMENT

The Department currently operates without a standardized emergency notification system to support school safety. This lack of a unified platform results in inconsistencies across districts, inefficiencies in communication, and limited ability to ensure alignment with statewide safety expectations.

2.2 OBJECTIVE AND GOALS

Many Arkansas schools currently contract for an emergency notification system chosen entirely by the district. Some schools rely on traditional methods of communication to contact the appropriate authorities when emergencies arise. By ensuring districts select an emergency notification system from the approved list and making funds available, the state can enhance the safety of students, our top priority, and the capacity of schools and districts to respond quickly when an emergency arises.

2.3 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. Prospective Contractors **shall** have provided services to at least three (3) other entities of similar size and scope within the last five (5) years.
- B. Prospective Contractor **shall** be registered and in good standing with the Arkansas Secretary of State's office prior to award.

2.4 K-12 STANDARD EMERGENCY NOTIFICATION SYSTEM REQUIREMENTS

- A. The Contractor **shall** provide a functioning Emergency Notification System for eligible school and district campuses as determined by ADE.
- B. The system **must** be a comprehensive notification system designed to provide immediate reliable communication during critical incidents and enable staff to quickly and discreetly signal an emergency through either a physical device, wearable tag, mobile app, desktop interface, or comparable device.
- C. The Contractor **shall** perform all services and provide all deliverables within timelines established by the Department and agreed upon prior to contract award.
- D. The system **must** incorporate communication redundancy and network failover capabilities.
- E. The system **must** support operation across multiple communication methods which can include, but are not limited to:
 - 1. Wi-Fi
 - 2. Cellular networks (4G/5G)
 - 3. Wired Ethernet
 - 4. Fiber-based internet services
 - 5. Other commercially available IP-based internet services utilized by school districts
- F. The system's loss of any single communication pathway, network, or service provider **must not** result in a loss of core system functionality.
- G. The system **must** provide users with full and uninterrupted access to critical features during network outages or degraded network conditions.
- H. The system **must** be convenient for all users, be user-friendly, and be activated through minimal steps.
- I. The system **must** allow multiple System Administrators the ability to assign specific roles, rights, and responsibilities to Emergency Notification System Users at their respective school or district.

- J. The system **must** allow System Administrators to make changes to include, but not be limited to, loading the preferred First Responder contact information into the system options.
- K. The system **must** provide a direct, real-time, and instantaneous connection to 911 and the local First Responders selected by schools while simultaneously alerting district administration and/or other identified stakeholders.
- L. The system **must** be available to all users without interference or an interruption of service.
- M. The system **must** provide schools with the ability to create and maintain safety profiles which **must** be made available to First Responders and 911 operators, including, but not limited to:
 - 1. School type (elementary, middle, high)
 - 2. School address
 - 3. School Administrator(s) contact information (school security officer, school Principal, etc.)
 - 4. All school access points, campus layout, and up-to-date floor plans including outdoor spaces
 - 5. School district personnel contact information
 - 6. Number of school occupants
 - 7. Emergency Operation Plans
- N. The system **must** provide the same notification capabilities across the entire school campus including all outdoor spaces used by the school.
- O. The system **must** include security safeguards to prevent access by unauthorized users, including:
 - 1. MFA implementation
 - 2. Administrative security controls
 - 3. User access governance
- P. The system **must** provide a safeguard against accidental alerts being initiated.

2.5 K-12 EMERGENCY SYSTEM ADD-ON SYSTEMS

- A. In addition to the standard Emergency Notification System, the Contractor may, for additional consideration, provide additional Emergency Notification System features as add-ons to its basic or standard Emergency Notification System, such as:
 - 1. Two-way communication that allows students to send confidential text tips (e.g., bullying and threats) directly to school security personnel or other school personnel as determined necessary by the school, without requiring other third-party Emergency Notification Systems or vendors.
 - a. The Contractor **shall** coordinate and provide training to students and staff regarding what is appropriate to be reported using two-way communication.
 - 2. Internal notification capabilities which **must** provide instantaneous alerts and communications between school personnel within their school organization without alerting First Responders.
 - 3. Integration with existing or future video surveillance and security systems located on the school campus that allows situation awareness.
 - 4. Shot detection technology.

5. Geofencing capabilities to pinpoint the location of where alerts are initiated.

2.6 IMPLEMENTATION REQUIREMENTS

- A. The Prospective Contractor **shall** provide an *Implementation Plan* during the Discussions phase.
- B. The *Implementation Plan* **must** address how the Contractor will assume services from the incumbent Contractor, including timelines and milestones, and the coordination with ADE staff and other stakeholders as applicable.
- C. The Contractor **shall** provide schools with setup, configuration, installation, programming, customization, and testing for the Emergency Notification System as requested.

2.7 STAFFING REQUIREMENTS

- A. The Prospective Contractor **shall** provide a *Staffing Plan* during the Discussions phase that **must** meet all Requirements of the RFP.
- B. The *Staffing Plan* **must** address key personnel and support staff to be assigned to the State's account, as well as how the Contractor's staff will support performance, risk management, and accountability specifically aligned with the Department's project.
- C. The Contractor **shall** provide and maintain sufficient staffing resources to provide timely and acceptable service for the life of any resulting contract.
- D. The Contractor **shall**, be available and responsive including, but not limited to, telephone customer and technical support from 8:00 AM until 5:00 PM Central Time, excluding [State Holidays](#).
- E. The Contractor **shall** provide the name and contact information for an employee who **shall** serve as the Primary Security Contact available to assist the State twenty-four (24) hours per day, seven (7) days per week.
 1. The Primary Security Contact **shall** be responsible for resolving obligations associated with a security breach.
 2. The Primary Security Contact **shall** give a detailed explanation of the breach and the impact of the breach.
 3. The Primary Security Contact **shall** provide a detailed resolution so that the breach will not be repeated.
- F. The Contractor **shall** provide staff with relevant licenses, certifications, training, and experience to perform the required services for their roles.
- G. The Department **shall** have the right to approve or reject proposed staff members prior to the finalization of the plan after award of any resulting contract.
- H. The Contractor **shall** replace key personnel upon request by the Department for justified reasons such as performance, behavior, and security.
- I. In the event of the vacancy of key personnel, the Contractor **shall** provide replacement candidates to the Department for review within the agreed timeframe after the Contractor learns of the vacancy.

2.8 TRAINING REQUIREMENTS

- A. The Contractor **shall** provide a proposed *Training Plan* during the Discussions phase.
- B. Within thirty (30) calendar days of contract execution (or other mutually agreed upon timeframe), the Contractor **shall** provide adequate and detailed in-person training to selected school staff in a train-the-trainer format.

- C. The Contractor **shall** provide training to emergency communications personnel (911 dispatch) in accordance with Arkansas Commission on Law Enforcement Standards and Training (ACLEST) rules and guidelines.
- D. The training **must** be scheduled independently with the school at a time mutually agreeable to both parties giving consideration to staffing needs during the school day.
- E. The Contractor **shall** provide thorough and comprehensive training necessary for school personnel to fully utilize the Emergency Notification System.

2.9 REPORTING AND ANALYTICAL REQUIREMENTS

- A. The Contractor **shall** provide reporting within timelines established by the Department and agreed upon prior to contract award.
- B. The Contractor **shall** ensure the system provides a robust ad-hoc and pre-defined reporting functionality for agency use.
- C. The Contractor **shall** ensure ADE has the ability to define new reports in the system and edit as needed without assistance or ongoing support from the Contractor.
- D. The system **must** allow advanced filtering on account or transaction characteristics.
- E. The system **must** be able to export report data to a variety of formats such as:
 - 1. Microsoft Excel
 - 2. .csv
 - 3. .txt
 - 4. .pdf
- F. The system **must** have a logging, auditing, and reporting function to capture changes to any information. The system **must** track all data changes including, but not limited to, the following:
 - 1. Date and time of modification
 - 2. Type of activity
 - 3. Identification of the user
 - 4. All fields modified
 - 5. Authorized users **shall** have the ability to login and view the audit details online.
- G. The system **must** produce a real-time functioning, viewer-friendly, customizable dashboard with activity summaries.
- H. The Contractor **shall** support state data analysis requests for the development of reports in order to:
 - 1. Accommodate requests related to annual reports.
 - 2. Accommodate data requests for other ADE reports on an ad hoc basis.

2.10 MAINTENANCE AND SUPPORT

- A. The Contractor **shall** provide a proposed *Maintenance and Support Plan* during the Discussions phase. The *Maintenance and Support Plan* **must**, at minimum, meet the requirements set forth in this section of the RFP.
- B. The Contractor **shall** maintain the Emergency Notification System by providing updates, general support, and technical support for the life of any resulting contract.

- C. The Contractor **shall** provide the hardware, software, and network support related to the Emergency Notification System.

2.11 DATA SECURITY REQUIREMENTS

- A. The Contractor **shall** provide a proposed *Data Security Plan* during the Discussions phase. The *Data Security Plan* **must**, at minimum, meet the requirements set forth in this section of the RFP.
- B. The Contractor **shall** sign the State's Data Sharing Agreement (DSA). The DSA **must** also contain The Cloud Data Sharing Policy (see Attachment B: Data Sharing Agreement).
- C. The system **must** maintain compliance with laws and regulations related to data security.
- D. The Contractor **shall** notify ADE of a security breach as soon as practicable, but no later than four (4) hours after the event is identified and the Contractor becomes aware of it.
- E. The Contractor **shall** only share information relating to the statistics or demographics of the State of Arkansas with personnel or third parties on a need to know basis.
- F. Any time a hard drive is removed from use within the scope of any resulting contract, the Contractor **shall** erase, destroy, and render unrecoverable all data and certify, in writing, that these actions have been completed within thirty (30) calendar days of the termination of any resulting contract or within seven (7) calendar days of the request by the State, whichever comes first. At minimum, a "clear" media sanitization **must** be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A – see <http://csrc.nist.gov/>.
- G. The Contractor's system (software and hardware) **must not** store any personally identifiable Arkansas citizen's information for any time longer than required by Arkansas State law and the requirements of this RFP.
- H. The Contractor **shall** ensure that all logs are encrypted using AES-256.
- I. The Contractor **shall** utilize Secure File Transfer Protocol (SFTP) as defined by the Department.
- J. The Contractor **shall** ensure that all data being transmitted is encrypted and all stored data is encrypted at rest.
 - 1. Encryption **must** be TLS 1.2 or higher in transit and AES-256 at rest.
- K. Any data located on servers **must** be physically and virtually secure from any unauthorized access using the strictest of accepted principles adhering to the International Information Systems Security Certification Consortium ((ISC)²) body of knowledge.
- L. All data associated with the activities of any resulting contract **must not** be stored or accessed from outside of the continental United States.

2.12 STUDENT DATA PROTECTION REQUIREMENTS

- A. The Contractor **shall** comply with the Arkansas Student Data Vendor Security Act (Act 754 of 2023, Ark. Code Ann. § 6-18-2601 et seq.; see §§ 6-18-2604 through 6-18-2607), FERPA, and all applicable state and federal student-privacy laws and **shall** affirm its willingness to execute the contract provisions necessary to meet them.
- B. The Contractor **shall** identify all data elements required to provide the Emergency Notification System and **shall** justify the need for any Student Data.
- C. The Contractor **shall** use the minimum Student Data necessary.

1. De-identified, aggregated, or non-student-specific data should be used when possible, including, but not limited to:
 - a. Building
 - b. Room
 - c. Staff assignment
 - d. Occupant count
- D. The Contractor **shall** disclose all subcontractors or third parties that may access student data and **shall** contractually require them to comply with the same privacy and security obligations (Ark. Code Ann. § 6-18-2606(c)).
- E. The Contractor **shall** provide a current SOC 2 Type II report during discussions, issued within the last twelve (12) months (with a bridge letter if the report period has lapsed) and covering the proposed service environment, or an equivalent independent, third-party security assessment.
 1. Any material findings, exceptions, or unresolved security issues **must** be disclosed.
- F. All student data **must** remain the property of the educational agency/State.
- G. The Contractor **shall** destroy all Student Data within thirty (30) calendar days of termination or within seven (7) calendar days of a request by the State, whichever comes first, and **shall** provide written certification that the information is permanently irretrievable (Ark. Code Ann. §§ 6-18-2603(4), 6-18-2607(b)–(c)).

2.13 DISASTER RECOVERY REQUIREMENTS

- A. The Contractor **shall** provide a proposed *Disaster Recovery Plan* during the Discussions phase. The *Disaster Recovery Plan* **must**, at minimum, meet the requirements set forth in this section of the RFP.
- B. The Contractor **shall** include the following in the final plan(s):
 1. Plan Objectives
 2. What situations and conditions are covered by the Plan
 3. Technical considerations
 4. System fail over plans
 5. Roles and responsibilities of Contractor staff
 6. How and when to notify the Contract Manager
 7. Recovery procedures
 8. Procedures for deactivating the *Disaster Recovery Plan*
- C. The Contractor **shall** include backup and recovery procedures which will allow recovery of the system and all data up to the moment of the disaster and successfully resume functioning within four (4) hours of any disaster.
- D. The system **must** frequently and automatically back up data. All backup servers and backup data associated with the Arkansas instance of the Contractor-hosted solution **must** reside in the continental United States. The Contractor **shall** include data back-up provisions adhering to the following requirements and principles in their proposed *Disaster Recovery Plan*:

1. The system **must** backup and completely restore key system data files. Backup media should be common media readable by readily available hardware.
2. If access to backed-up information depends on Contractor-owned hardware that is scheduled for discontinuation or prolonged downtimes, or if for any reason the Contractor believes that its hardware or software may inhibit the State's access to backed up information at any point in time, the Contractor **shall** immediately notify and present a remedy in writing to the State Project Manager that the Contractor and the State Project Manager **must** mutually agree upon.
3. The Contractor **shall** maintain a data backup schedule in accordance with the following requirements:
 - a. A daily backup reflecting that day's processed information, Monday through Sunday.
 - b. The system **must** maintain six (6) months of backups for all historical data sets post Go-Live.
- E. The Contractor **shall** be required to test the *Disaster Recovery Plan* by doing a complete fail over of all test/production systems during the final testing stage and after initial rollout.
- F. The *Disaster Recovery Plan* **must** be tested on an annual basis.

2.14 DATA OWNERSHIP AND END OF CONTRACT TRANSITION

- A. Upon termination or expiration, should any subsequent contract for this or similar services be awarded to a provider other than the Contractor, the Contractor **shall**, to the greatest extent possible and reasonable, cooperate with the Department in initiating a smooth and orderly transition to the next provider.
- B. The Political Subdivision **shall** retain sole ownership, rights, title, and interest to all data collected and stored by the Contractor under any resulting contract, excluding intellectual property and exclusions governed by applicable State and Federal laws.
- C. The Contractor **shall** ensure all specifications, drawings, technical information, dies, cuts, negatives, positives, and data received as part of any resulting contract is used solely for the purpose of any resulting contract and is not shared, reused, or disseminated to any other party or entity without the express written consent of Political Subdivision designated representative or as otherwise required under applicable State and Federal laws.
- D. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such items furnished by the Political Subdivision or developed by the Contractor for the Political Subdivision in performance of services under any resulting contract **must** remain property of the State and **must** be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
- E. The Contractor **shall** identify property being returned in a format and within deadlines specified by the Political Subdivision.
- F. The Contractor **shall** ensure all data received as part of the Contract is used solely for the purpose of this contract and not shared, reused, or disseminated to any other party or entity without the express written consent of the ADE designated representative or as otherwise required under applicable State and Federal laws.

2.15 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided by a Contractor.
- B. Performance Standards will be determined and agreed upon during Discussions and may be negotiated throughout the resulting contract duration.
- C. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards. The State has final determination of performance acceptability.
- D. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- E. Failure to comply with any applicable State and federal laws, regulations, and policies will be deemed unacceptable performance.
- F. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency.
- G. 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.
- H. 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.
- I. Performance Standards will not be amended unless they are agreed to in writing and signed by both the State and the Contractor.
- J. Changes to Performance Standards are subject to State review and approval processes prior to implementation, including Legislative review.

TABLE B: PERFORMANCE STANDARDS

CRITERIA	PERFORMANCE STANDARD	DAMAGES
Representatives	Contractor provides customer service that is available and responsive to Schools on Business Days from 7:00 AM to 4:30 PM Central Time, excluding State Holidays.	10% credit on the next invoice generated for each instance during the billable period whereby the Contractor fails to provide customer service to the State upon request.
	Contractor updates Representative contact information as stated in the RFP	10% credit on the next invoice generated for each instance during the billable period whereby the Contractor fails to provide updated contact information to the State.

Training	Within thirty (30) calendar days of contract execution (or other mutually agreed upon timeframe), the Contractor provides in-person training for each contracted School.	10% credit on the next invoice generated for each instance whereby the Contractor fails to provide training as specified in the RFP.
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SECTION 3 – SELECTION

3.1 SELECTION PROCESS

- A. 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 OSP request clarification or additional information regarding cost, Prospective Contractors **shall** provide clarification and additional information within timeframes specified in the request.
- B. A Department-appointed Evaluation Committee will evaluate and score Responsive Proposals. Evaluation will be based on 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 clearly establishes the Prospective Contractor is reliable and capable of fully performing the required services. The response indicates the Prospective Contractor provides advantageous experience and approach to meeting the Department's objectives outlined in the RFP. The response leaves little to no doubt as to the Prospective Contractor's experience and ability to fulfill the Requirements of the RFP.
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. The response leaves little to no doubt as to the Prospective Contractor's inability to fulfill the Requirements of the RFP.

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 OSP to schedule an interview (expected to be hosted virtually).
1. Prospective Contractors **shall** attend the interview as scheduled by OSP.
 2. Evaluators will complete an Individual Score Worksheet for each interview.
 3. Evaluation will be based on Prospective Contractor's responses to questions presented during the interview.
 4. Individual scoring for each interview will be based on the Scoring Descriptions in 3.1.B.1.
 5. 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.
 6. 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 or additional information about the Prospective Contractors' responses, Prospective Contractors **shall** provide clarification and additional information as specified by the State.
- E. OSP will submit responses and pricing received from the interviewed Prospective 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 its significance.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	30%	210
Solution	10	40%	280
Risk	10	10%	70
Interview	10	20%	140

Total Technical Score	40	100%	700
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*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 one (1) year grand total as shown on the Solicitation Line Items. (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 Contractor determined reasonably susceptible of being selected for award.

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

3.5 EXPLANATION OF THE TECHNICAL PROPOSAL REQUIREMENTS

A. Proposed Subcontractors Form

1. Prospective Contractors should complete and submit the *Proposed Subcontractors Form* to indicate the Prospective Contractor's intention to use Subcontractors.
2. Prospective Contractors should not attach any additional information to the *Proposed Subcontractors Form* but may be requested to provide additional information regarding the use of Subcontractors during Discussions.

3. Upon the Department's request, the Contractor **shall** provide a copy of the Contractor's agreement with all proposed and actual Subcontractor(s).
4. The utilization of a Subcontractor is subject to approval by the Department.

B. Recommended Options Form

1. The *Recommended Options Form* allows Prospective Contractors to identify recommended options or optional services that may benefit the State that were not included in the RFP Requirement.
 - a. Prospective Contractors may use this form to propose variations or additions to the scope the Department has contemplated in this RFP.
 - b. Pricing for these optional items **must** be included on the form to be considered as part of a resulting contract but will not be used for scoring or evaluation purposes.
2. Acceptance of optional services submitted on the *Recommended Options Form* is at the sole discretion of the Department.
3. Completion of the *Recommended Options Form* is optional and is not required for a proposal to be considered Responsive.

C. Experience

1. Prospective Contractors **shall** complete and submit the Experience subsection of the *Technical Proposal Packet*.
2. Prospective Contractors should explicitly state experience that fulfills all minimum qualifications specified in this Solicitation.
3. The Experience subsection allows Prospective Contractors to differentiate based on their experience, technical capability, and understanding of the State's specific needs.
4. Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.
5. Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

D. Solution

1. Prospective Contractors **shall** complete and submit the Solution subsection of the *Technical Proposal Packet*.
2. Prospective Contractors should use the Solution subsection to:
 - a. Align and comply with Requirements outlined in the RFP
 - b. Propose a solution meeting the State's unique needs and objectives with enough specificity for Evaluators to evaluate the solution without exceeding established page limits
 - c. Differentiate themselves from their competitors
3. Additional service options and recommendations above and beyond those required by the RFP and included in proposed solution should be included in the *Recommended Options Form*.

E. Risk

1. Prospective Contractors **shall** complete and submit the Risk subsection of the *Technical Proposal Packet*.

2. The Risk subsection allows Prospective Contractors to:
 - a. Identify and prioritize major risks that could potentially prevent or impair the Prospective Contractor's ability to meet the required services as proposed
 - b. Identify risks that might cause the Prospective Contractor to fail to meet the State's desired outcome, specifications, and performance standards
 - c. Identify how they will mitigate, manage, and/or minimize each risk listed.
3. Prospective Contractors should include sources, causes, or actions that are both within and beyond their control that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction to the State.
4. Risks should be described in simple, clear, and non-technical terms.
5. Prospective Contractor should explain how the Prospective Contractor will mitigate, manage, and/or minimize each risk listed.
6. 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.

F. Interview

1. The Interview will allow Prospective Contractors to further demonstrate their experience in providing the services outlined in the RFP.
2. Each Prospective Contractor meeting the Submission Requirements will be contacted by OSP to schedule an interview.
3. Prospective Contractors **shall** attend the interview as scheduled.
4. Prospective Contractors **shall** identify a representative at the time of interview confirmation who **shall** attend the interview as part of the evaluation process; requests for additional representatives may be considered by OSP at the time of scheduling.
5. OSP will conduct structured and timed interviews using a pre-determined set of interview questions, which will be provided to Prospective Contractors in advance of the Interview.
6. Evaluators may ask follow up or clarifying questions based on responses given by the Prospective Contractor.

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 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 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 clarifying 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
 - 2. A comprehensive 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 Discussions, the Prospective Contractor **shall** address questions and concerns the State may have to the satisfaction of the State.
- H. During Discussions, the Prospective Contractor **shall** revise Discussions documents until 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 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. Once approved by the State, final drafted documents will become part of the resulting contract.

3.7 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the OSP website by the date and time listed in Table A.
- B. It is the Prospective Contractors' responsibility to check the OSP website for the posting of an anticipated award.
- C. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract.
- D. These notices are anticipated awards only and are subject to protest.
- E. 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. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)), unless otherwise negotiated and agreed upon during Discussions.
 - 1. The contract template is attached to the Solicitation as a sample for informational purposes only.
 - 2. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.
- B. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements of the RFP if selected as the Contractor.
 - 1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- C. Qualifications and services **must** meet or exceed the required Requirement as set forth in the Solicitation.
- D. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
 - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

4.2 INVOICING AND PAYMENT

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting <https://sas.arkansas.gov/procurement/vendor-resources/>.
- B. The Contractor **shall** invoice the Political Subdivision as required by the Department and should not invoice the Political Subdivision in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. To ensure timely processing, all invoices **must** contain the applicable state purchase order (PO) number.
 - 2. Contractors failing to include a valid PO number on an invoice waive any carrying charges, penalties, or fees associated with late payment, pursuant to Arkansas Code Annotated § 19-61-303.
 - 3. The Contractor should invoice the Political Subdivision by an itemized list of charges.
 - 4. Payment will be made in accordance with applicable State of Arkansas accounting procedures after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- C. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized purchasing card (p-card) as applicable.
 - 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 Political Subdivision 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.
4. Price changes or additional fee(s) **must not** be levied against the Political Subdivision when accepting the p-card as a form of payment.

4.3 CONTRACTOR CERTIFICATIONS

- A. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the commodities 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).
- B. 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 § 19-60-105).
- C. 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).
- D. 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.

4.4 GENERAL TERMS AND CONDITIONS

- A. Prior to the award of any resulting contract, the Prospective Contractor **shall** be registered to do business in the State of Arkansas through the Arkansas Secretary of State's office (<https://sos.arkansas.gov/>).
- 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 § 19-61-403 and 19-61-702).
 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, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. The State will not pay costs incurred in the preparation of a proposal.

4.5 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (FOIA) (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 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.
- E. Pricing information submitted in a proposal is not considered confidential after an anticipated awardee is named and should not be redacted.
- F. By redacting 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.
- G. 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.
- H. 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.
- I. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- J. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor.
- K. Documents simply marked "Confidential" and not properly redacted will not be considered redacted for the purpose of FOIA.
- L. If a redacted copy of the submission documents is not provided with Prospective Contractor's response, a copy of the non-redacted documents may be released.
- M. 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.
- N. 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.