



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATIONS (RFQ)

SOLICITATION INFORMATION

RFQ Number:	SP-15-0069	*Bid Opening Date:	May 7, 2015	*Bid Opening Time:	2:00 p.m. CDT
Description:	U.S. HUD Community Development Block Grant Program Legal Services				
Agency:	Arkansas Economic Development Commission (AEDC) – Business Finance Division				
OSP Buyer	Terrance Farmer		Phone:	501-324-9316	
Email:	Terrance.Farmer@dfa.arkansas.gov				
Type of Contract:	Term Contract.		Solicitation Issued:	April 10, 2015	

*Proposals **shall** be accepted until the opening time and date specified above.

RESPONDENT'S INFORMATION (Type or Print)

Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government/ Nonprofit				
Minority Designation: See Minority Business Policy	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran AR Minority Certification Number: _____ Service Disabled Veteran Certification Number: _____				

VENDOR REPRESENTATIVE CONTACT INFORMATION

Provide contact information to be used for RFQ related matters.

Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

Redacted Copy:	<input type="checkbox"/> YES, a redacted copy of proposal is enclosed. <input type="checkbox"/> NO, a redacted copy of proposal is not enclosed. I understand a full copy of non-redacted proposal shall be released. <i>Note: If a redacted copy of the proposal is not provided with vendor's proposal submission, and neither box is checked, a copy of the non-redacted proposal, with the exception of financial data, shall be released in response to any request made under the Freedom of Information Act. See Proprietary Information.</i>
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A vendor agrees that any additional terms or conditions that conflict with requirements in the bid solicitation, whether submitted intentionally or inadvertently, **shall** cause the vendor's proposal to be rejected.

*Authorized Signature:		Title:	
Printed/Typed Name:		Date:	

*Use Ink Only. Unsigned Proposals **shall not** be considered.

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- ***Do not*** provide responses for items, unless specifically required.
- ***Do not*** edit this document to include vendor's response.

1.1 PURPOSE

This Request for Qualification (RFQ) is issued by the Office of State Procurement (OSP) for the Arkansas Economic Development Commission (AEDC) – Business Finance Division to obtain proposals for the legal services of Attorneys/Law Firms with extensive expertise with rules and regulations related to the U.S. Department of Housing and Urban Development's Community Development Block Grant Program.

1.2 TYPE OF CONTRACT

In the event a contract is issued to the qualified vendor:

- A. The resulting contract **shall** be a TERM contract. The term of this contract **shall** be for one (1) year.
- B. Upon mutual agreement by the vendor and agency, the contract may be renewed by the agency on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. In no event **shall** the total contract term be more than seven (7) years.

1.3 QUALIFYING CRITERIA

- A. The vendor receiving the highest ranking score for their technical proposal **shall** be selected as the apparent qualified vendor(s).
- B. The agency may enter pricing negotiations with the qualified vendor prior to issuing a contract.
- C. If pricing negotiations prove to be unsuccessful with the top scoring vendor, the agency **shall** move on to negotiations with the second highest scoring vendor, and so on, until a contract is issued, or the agency determines not to move forward with issuing a resulting contract.

1.4 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer as shown on page one of this RFQ. Vendor's questions **shall** be answered as a courtesy and at vendor's own risk.

1.5 DELIVERY OF RESPONSE DOCUMENTS

- A. Delivery address for proposal submission documents:

Office of State Procurement
1509 West 7th Street, Room 300
Little Rock, AR 72201-4222

Note: Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers **shall** deliver to OSP based solely on the street address.

- B. The proposal's outer packaging **must** be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.
 - RFQ number
 - Date and time of RFQ opening
 - Vendor's return address
- A. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the location on or before the date and time set in the RFQ solicitation documents. Proposals

received at OSP after the date and time designated for the proposal opening **shall** be considered late and **shall** be returned to the vendor without further review.

C. It is not necessary to return "no bids" to OSP.

1.6 **BID OPENING LOCATION**

Proposals submitted by the opening time and date **shall** be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.7 **DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a requirement and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any requirement in this bid solicitation **shall** cause the vendor's proposal to be rejected.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on or as an attachment to the appropriate section's Acknowledgement and Signature Page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner as to reference the numbering system of this solicitation.

1.8 **DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this bid solicitation and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation and Questions*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The words "RFQ" and "bid solicitation" are used synonymously in this document.

1.9 **RESPONSE DOCUMENTS**

- A. Vendor **must** submit:
 1. One (1) signed original Technical Proposal on or before the date and time specified on page one (1) of this RFQ. The original Technical Proposal should be clearly marked. The original response submission, inclusive of appendices and any title page should be on standard white or buff 8-1/2" x 11" paper in at least 10 point type.
 2. Vendor's Acknowledgment and Signature Sheets:
 - Section 1.
 - Section 2.
 - Section 5.
 - Section 6.
- B. Vendor should submit:
 1. Three (3) complete copies (marked "COPY") of the RFQ Technical Proposal response.
 2. Four (4) electronic versions of the Technical Proposal response, preferably on flash drive. CDs will also be acceptable.
 3. One (1) electronic copy of the Redacted Proposal, preferably on a flash drive. CDs will also be acceptable. See Proprietary Information.
 4. Copy of Vendor's Equal Opportunity Policy. (See Equal Opportunity Policy.)

5. Illegal Immigrant Certification. (See Employment of Illegal Immigrants.)
 6. EO 98-04 Disclosure Form. (See EO 98-04 Governor's Executive Order.)
- C. Pricing **must not** be submitted with the bidder's proposal.
- D. Technical Proposal Organization: It is strongly recommended that Vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
1. Ancillary information including promotional/marketing information, or anything not directly responsive to this RFQ, should not be included with the Technical Proposal.
 2. The Technical Proposal should be easy for the evaluators to read and reference. The original proposal and all copies should be arranged in the following order with the sections clearly marked (i.e., indexed and tabbed).
 - a. RFQ Signature Page (page one of RFQ document).
 - b. Table of Contents.
 - c. Submission Documents, including but not limited to.
 - Equal Opportunity Policy.
 - Illegal Immigrant Certification.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Signed Addenda, if applicable.
 - Vendor's Acknowledgement and Signature Sheets.
 - d. Organize and label the remainder of technical response in a manner so as to reference the numbering system of the RFQ.
 - e. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor **must** identify the specific page and paragraph being referenced.

1.10 **CLARIFICATION OF RFQ AND QUESTIONS**

- A. If additional information is necessary to enable vendor to better interpret the information contained in this RFQ, written questions should be submitted by 4:00 p.m., CDT on April 16, 2015. Submit written questions to buyer as shown on page one (1) of this RFQ.
- B. Vendor's questions submitted in writing **shall** be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business on April 24, 2015.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.11 **PROPRIETARY INFORMATION**

- A. Proposals and documents pertaining to this RFQ become the property of the State and **shall** be open to public inspection subsequent to proposal opening.
- B. One complete copy of the response from which any proprietary information has been removed, (i.e., a redacted copy), should be submitted with your proposal submission.
 1. Except for the redacted information, the redacted copy **must** be identical to the original hard copy.
 2. The redacted copy should:

- a. Reflect the same pagination as the original.
- b. Show the empty space from which information was redacted.
- 3. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- C. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- D. If a redacted copy is not included with your proposal submission, the entire proposal **shall** be open to public inspection with the exception of financial data.
- E. If the State of Arkansas deems redacted information to be subject to FOIA, the vendor **shall** be contacted prior to the State providing the information.

1.12 **CAUTION TO VENDORS**

- A. During the time between the proposal opening and contract award, any communication concerning this RFQ **must** be addressed through OSP.
- B. Vendor should ensure all copies and all media are identical to the vendor's hard copy original proposal. In case of a discrepancy, the hard copy **shall** govern.
- C. Failure to submit the required number of copies with the proposal may be cause for rejection.
- D. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
- E. An official authorized to bind the vendor to a resultant contract **must** sign the proposal.
- F. All official documents and correspondence **shall** be included as part of the resultant contract.
- G. Proposals **shall** be accepted only in the English language.
- H. The State Procurement Official **shall** have 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 RFQ, if it is in the best interest of the State to do so. Proposals **shall** be rejected for one or more reasons including the following:
 - 1. Failure of the vendor to submit a proposal(s) on or before the date and time designated for bid opening for this RFQ.
 - 2. Failure to sign an Official RFQ Document.
 - 3. Failure of vendor to sign and submit sections' acknowledgement and signatures pages
 - 4. Failure of the vendor to respond to a requirement for clarification.
 - 5. Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFQ.
 - 6. Failure of any proposed service to meet or exceed the specifications.
- I. Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal.

1.13 REQUIREMENT OF ADDENDUM

- A. This RFQ may be modified only by an addendum written and authorized by OSP.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addendums to the RFQ prior to submission.
- C. There shall be no addendums to this bid solicitation 72 hours prior to the RFQ opening, other than to:
 - 1. Extend the bid opening date.
 - 2. Cancel to bid.
- D. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addendums up to bid opening.

1.14 ALTERATION OF ORIGINAL RFQ DOCUMENTS

- A. The original written or electronic language of the bid solicitation documents **shall not** be changed or altered except by approved written addenda issued by OSP.
- B. Do not amend the bid solicitation document to include vendor's response. If vendor's submittal is discovered to contain alterations or changes to the original written or electronic documents, the vendor's response may be declared non-responsible. If declared non-responsible, the response shall be rejected.

1.15 ADDITIONAL TERMS AND CONDITIONS

- A. Additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response, that conflict with requirements of this bid solicitation **shall** cause the vendor's proposal to be rejected.
- B. In signing and submitting his proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall** cause the vendor's proposal to be rejected.
- C. Failure to comply with requirements, including those specifying information that **must** be submitted with a proposal, **shall** be grounds for rejecting a proposal.

1.16 AWARD RESPONSIBILITY

The agency **shall** be responsible for award and administration of any resulting contract(s) to a qualified vendor.

1.17 RESERVATION

This RFQ does not commit the State 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 commodities or services. This RFQ does not commit AEDC to pay any costs incurred prior to the execution of an agreement with the vendor.

1.18 ANTICIPATION TO QUALIFY

- A. After complete evaluation of the proposals, the anticipated qualifying vendor will be posted to the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php).
- B. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated qualification.
- C. The anticipated qualification **shall** be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- D. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
- E. Vendors are responsible for viewing the Anticipation to Award section of the OSP website.

1.19 MINORITY BUSINESS POLICY

- A. Minority participation is encouraged in this and in all other procurements by State agencies.

- B. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is African American, Hispanic American, American Indian, Asian American, Pacific Islander American, Service Disabled Veteran as designated by the United States Department of Veterans Affairs.
- C. The Arkansas Economic Development Commission conducts a certification process for minority business and disabled veterans. Certification number **should** be included on page one (1) for verification.

1.20 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.
- B. EO policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other State agencies that **must** also comply with this statute.
- D. Vendors that do not have an established EO policy **shall not** be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

1.21 EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, selected vendor **must** certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State.
- B. Vendors **shall** certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>.

1.22 PAST PERFORMANCE

In accordance with provisions of the State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and **must** be supported by written documentation. Documentation may be in the form of a written or an electronic report, Vendor Performance Report (VPR), memo, file or any other appropriate authenticated notation of performance to the vendor files.

1.23 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.24 VISA ACCEPTANCE

Awarded vendor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The vendor may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

1.25 PUBLICITY

News release(s) by a vendor pertaining to this RFQ or any portion of the project **shall not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor proposal. The State Procurement Official **shall not** initiate any publicity relating to this procurement action before the contract award is complete.

SECTION 1 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

- Vendor **must** sign and submit this page with their Technical Proposal.
- Failure of vendor to sign and submit this page with their technical proposal **shall** cause the vendor's proposal to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner as to reference the numbering system of this section.
- Exceptions to requirements **shall** cause the vendor's proposal to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in this section the RFQ.

*Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

SECTION 2 – MINIMUM REQUIREMENTS

- ***Do not*** provide responses for items, unless specifically required.
- ***Do not*** edit this document to include vendor's response.

2.1 SCOPE OF WORK

- A. Vendor **shall** represent the agency's interest in the origination, restructuring, bankruptcy, and collection of new, existing, and defaulted loans of the Economic Development Set-aside loan program of the Housing and Urban Development Block Grant Program.
- B. Vendor **shall** assist in review of local government applications, development and amendments of loan documentation in accordance with the U.S. Department of Housing and Urban Development's Community Development and Block Grant Program CDBG program and all activities necessary to collect, liquidate assets, obtain judgments, and negotiate settlements on delinquent and defaulted loans of the federal program which is administered by the state to rural communities in Arkansas.
- C. AEDC **shall** have the right to designate a specific attorney(s) in a contracting law firm to work on specific items, as lead counsel and/or as associate lead counsel for the services rendered pursuant to any contract.

2.2 BACKGROUND

AEDC administers the Small Cities Community Development and Block Grant Program (CDBG) for U.S. Department of Housing and Urban Development State Entitlement Program. The AEDC Business Finance Division administers the Economic Development Set-Aside Loan Program within the CDBG program with a specialized field of loans, grants, and incentives.

AEDC administers Economic Development Loans in carrying out its mandate of job creation for the citizens of the state. AEDC provides funding through the CDBG loan program to provide loans to businesses locating to or expanding in Arkansas and that are creating jobs for low to moderate income persons of Arkansas.

2.3 MINIMUM QUALIFICATIONS

- A. Attorney providing services **must** be familiar with Title I of the Housing and Community Development Act of 1974, as amended.
- B. Attorney **shall** include a copy of your license to practice law in the State of Arkansas.
- C. Attorney providing services **shall** be a current member, and in good standing of the Arkansas Bar Association.
- D. Attorney providing services **must** have five years of experience with each of the following:
 - 1) Title I of the Housing and Community Development Act of 1974, as amended, including HUD rules, regulations, and intricacies of the Community Development Block Grant Program.
 - 2) Banking law, business law, and business bankruptcy law.
 - 3) Tax law and real estate law including experience with commercial property sales, leases, and economic development incentives.
 - 4) Uniform Commercial Code and commercial law.
 - 5) Restructuring problem loans.
 - 6) Loan collections of alternative loans and/or federal and/or state loans such as the complexity of this federal loan program.

2.4 LEGAL DOCUMENTS

Vendor **shall** ensure that loan agreements, promissory notes, and other legal instruments be developed in the administration of the program and amended as needed and determined by the agency, with an anticipates six new loans and one defaulted loan within a 12 month period.

2.5 PROFESSIONAL LIABILITY INSURANCE

Vendor **shall** supply proof with their submission of the firm's or attorney's professional liability insurance limits within the following ranges listed below. Proof **shall** include the name of the carrier or carriers, as well as the range of the deductible or any self-insured retention.

- None
- Under \$5 million
- \$5 million to \$10 million
- Over \$10 million

2.6 LITIGATION

Vendor **shall not** engage in litigation against the Arkansas Economic Development Commission or represent clients that have interests that are directly adverse to the AEDC without first informing the AEDC and obtaining written permission to do so.

SECTION 2 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

- Vendor **must** sign and submit this page with their Technical Proposal.
- Failure of vendor to sign and submit this page with their technical proposal **shall** cause the vendor's proposal to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner as to reference the numbering system of this section.
- Exceptions to requirements **shall** cause the vendor's proposal to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in this section the RFQ.

*Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

SECTION 3 - INFORMATION FOR EVALUATION

- *Do not edit this document to include vendor's response.*
- *Address each item listed in this Section.*
- *Answer each question in the order it was written.*
- *Label responses in a manner so as to reference the numbering system of this section.*

	Maximum RAW Score Available
3.1 <u>CORPORATE BACKGROUND</u>	
Provide a description of your law practice/firm. At a minimum, include the following:	5
A. Date established	
B. Number and locations of offices	
C. Major areas of practice.	
3.2 <u>STAFFING</u>	
A. Provide number of attorneys employed by firm, and specify those that meet the minimum qualifications.	5
B. Provide a brief summary of resume describing the education and legal experience of attorneys that will provide services.	5
C. Describe any special training and/or experience that directly correlate with the requested legal services.	5
3.3 <u>TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT</u>	
A. Describe your experience with Title I of the Housing and Community Development Act of 1974, as amended.	5
B. Describe your expertise with HUD rules, regulations, and intricacies of the Community Development Block Grant Program.	5
3.4 <u>COMMERCIAL LENDING EXPERIENCE</u>	
A. Describe your expertise in banking law, business law, and bankruptcy law.	5
B. Describe your experience with Uniform Commercial Code and commercial law.	5
C. Describe your expertise with commercial property sales and leases.	5
D. Describe your experience with restructuring problem loans.	5
E. Describe your experience with loan collections similar to the complexity of this federal loan program.	5
F. Provide a description of your timing response to request for legal services.	5
G. Provide a description of three instances showing good performance on collecting on judgments obtained and negotiating settlements from borrowers and personal guarantors of business loans.	5

3.5 ECONOMIC DEVELOPMENT INCENTIVES

Describe your experience with economic development incentives. 5

3.6 STATE AGENCY EXPERIENCE

A. Provide a list of State agencies or departments which you or your firm have regularly appeared on behalf of other clients within the last six (6) years. 5

B. Provide a narrative detailing any formal grievance or complaint pursuant to the applicable disciplinary rules lodged against your firm. At a minimum, include the following: 5

1. Date of occurrence
2. Description of complaint and outcome
3. Description of any preventative policies or procedures established as a result of complaint.

C. Provide a narrative detailing any malpractice, civil or criminal regulatory enforcement action in connection with any type of legal representation provided by your firm. At a minimum, include the following information: 5

1. Date of occurrence
2. Description of complaint and outcome
3. Description of any preventative policies or procedures established as a result of complaint

SECTION 4 – CRITERIA FOR SELECTION

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

4.1 GENERAL INFORMATION

- A. After initial qualification of proposals for requirements, technical responses will be evaluated and scored by a committee appointed by the Agency.
- B. Submission of a proposal implies vendor acceptance of the evaluation technique and vendor **recognition** that subjective judgments **must** be made by the evaluation committee during the assignment of rating points.
- C. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

4.2 TECHNICAL PROPOSAL SCORE

- A. Proposals which meet requirements will be scored for technical content.
 1. The Raw Score for the Technical Proposals will be established by using the criteria and scoring specified in Section 3.
 2. Each sub-section in Section 3 has been weighted as shown in the following table. The vendor's weighted score for each sub-section will be determined using the following formula:

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

- A = Actual raw score for sub-section
 - B = Maximum raw score possible for sub-section
 - C = Maximum weighted score possible for sub-section
 - D = Weighted score received for technical proposal
3. Weighted scores for sub-sections in Section 3 will be totaled together to determine the overall score for the technical proposal.

Section	B. Maximum Raw Score Possible	Weighted Percentage	C. Maximum Weighted Score Possible*
3.1 Corporate Background	15	5%	50
3.2 Staffing	15	5%	50
3.3 Title I Act/HUD Experience	10	20%	200
3.4 Commercial Experience	35	40%	400
3.5 Economic Development Incentives	5	15%	150
3.6 Experience with State Agencies	15	15%	150
Grand Totals	95	100%	1,000

*Note: The maximum weighted score for each sub-section was determined using the following formula:

“Total maximum weighted score possible” (1,000 pts) x “weighted percentage”.

4. The vendor with the highest Grand Total Score **shall** be selected as the apparent qualified vendor. See *Qualifying Criteria*.

SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS

- ***Do not** provide responses for items, unless specifically required.*
- ***Do not** edit this document to include vendor's response.*

In the event the agency issues a contract to the qualified vendor, all items in Section 5 shall apply.

5.1 NEGOTIATIONS

As provided in this RFQ and under regulations, discussions may be conducted with responsible vendor who submit proposals determined to be reasonably capable of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

5.2 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:

Arkansas Economic Development Commission
Business Finance
900 W. Capitol Ave., Ste. 400
Little Rock, AR 72201

- B. Payment **shall** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment **shall** be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges.
- F. Purchase Order Number and/or Contract Number should be referenced on each invoice.
- G. Selected vendor **must** be registered to receive payment and future RFQ notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

5.3 PRIME CONTRACTOR RESPONSIBILITY

The prime contractor **shall** be responsible for the contract and **shall** be the sole point of contact with regard to services and all requirements as specified in this RFQ.

5.4 GENERAL INFORMATION

A. The State of Arkansas may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. To indemnify and defend that party for any liability and damages.
3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Pulaski County, Arkansas.
7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:

1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
2. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

5.5 CONDITIONS OF CONTRACT

- A. 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.
- B. The vendor **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 vendor.

5.6 STATEMENT OF LIABILITY

- A. The State **must** demonstrate reasonable care but **shall not** be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time shall the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$2,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

5.7 RECORD RETENTION

- A. 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 as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

5.8 PRICE ESCALATION

Price increases **shall** be considered at the time of extension if the vendor can prove the increase is necessary and is based on an increase in market price. Increases **shall not** be considered to increase profit or margins. Vendors **must** make the request in writing, and appropriate documentation **must** be supplied to support the request.

5.9 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and all RFQ requirements concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.
- C. Previous sections of this RFQ may contain additional confidentiality requirements.

5.10 CONTRACT INTERPRETATION

In the event of a difference of opinion between AEDC and the vendor as to the meaning of any provision in these specifications, AEDC may request clarification, but if agreement cannot be reached the decision of AEDC **shall** be final and controlling.

5.11 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.
- B. AEDC **shall** have the right to terminate any contract in whole or in part at any time and without penalty or further obligation.
- C. The contracting firm or attorney **shall** be paid at a rate equal to the agreed compensation for requested legal services rendered and reimbursed for authorized expenses actually incurred in rendering such services as of the date of such termination. Such payment for services already completed **shall** be the total compensation due to such firm or attorney for termination.

SECTION 5 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

- Vendor **must** sign and submit this page with their Technical Proposal.
- Failure of vendor to sign and submit this page with their technical proposal **shall** cause the vendor's proposal to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner as to reference the numbering system of this section.
- Exceptions to requirements **shall** cause the vendor's proposal to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in this section the RFQ.

*Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

SECTION 6 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation 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 bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids **must** be submitted to the Office of State Procurement 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. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality **shall** be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered **shall** meet or exceed specifications identified in this bid invitation. If the vendor takes no exception to specifications or reference data in this bid he **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **must** serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the vendor's name and address, bid number and item number. If samples are not destroyed during reasonable examination they **shall** be returned at vendor's expense, if requested, within ten days following the opening of bids. All demonstrators **must** be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award **shall** be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written state purchase order authorizing shipment **shall** be furnished to the successful vendor.
13. **LENGTH OF CONTRACT:** This solicitation **must** show the period of time the term contract **shall** be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** This solicitation **must** show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this solicitation is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. CANCELLATION:** If the State cancels this contract for any of the reasons set forth in this RFQ any delivered but unpaid for goods **shall** be returned in normal condition to the contractor 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 contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor **must** 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 **shall** include the provisions of items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 26. 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.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the front of this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. 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.

SECTION 6 - VENDOR'S ACKNOWLEDGMENT AND SIGNATURE

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- Exceptions to requirements **shall** cause the vendor's proposal to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all requirements as shown in this section the RFQ.

*Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____