



**STATE OF ARKANSAS**

**DEPARTMENT OF HUMAN SERVICES (DHS)**

**Division of Child Care and Early Childhood Education**  
Program and Professional Development

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**REQUEST FOR QUALIFICATIONS**

**# 300-2016-01**

**for**

**Quality Rating and Improvement  
System (Better Beginnings)  
Outreach Campaign**

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**Date Issued:**

April 25, 2015

# **TABLE OF CONTENTS**

Division of Child Care and Early Childhood Education

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300-2016-01

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<b>Section 1</b>	<b>Introduction</b>
1.1	Purpose
1.2	Background
1.3	Overview of DHS Organization and Operations
1.4	Scope of Service
1.5	Contract Duration
1.6	Reimbursement
1.7	Anticipated Contract Funding
<b>Section 2</b>	<b>RFQ Schedule of Events</b>
2.1	RFQ Schedule of Events
<b>Section 3</b>	<b>General Requirements and Information</b>
3.1	Issuing Officer
3.2	Questions
3.3	Proposal Submittal
3.4	Proposal Preparation Costs
3.5	Opening of Proposals
3.6	Acceptance of Proposals
3.7	Rejection of Proposals
3.8	Disposition of Proposals
3.9	Subcontracting
3.10	Minority Business Policy
3.11	Prohibited Solicitation
3.12	RFQ Amendments
3.13	Proposal Amendments and Rules of Withdrawal
3.14	Respondent's Contact Person
3.15	Anticipation of Award
3.16	Awarding of Contract
3.17	Notification
3.18	Certification Prior to Award
3.19	Rules of Procurement
3.20	Restriction on Communications with State Staff
3.21	Equal Employment Opportunity Policy

## **Section 4 Proposal Requirements**

- 4.1 General Proposal Requirements**
- 4.2 Proposal Requirements**
  - 4.2.1 Cover Sheet**
  - 4.2.2 Table of Contents**
  - 4.2.3 Statement of Acknowledgement**
  - 4.2.4 Disclosure of Litigation**
  - 4.2.5 Executive Summary**
  - 4.2.6 Technical Approach and Solutions to Scope of Service**
  - 4.2.7 Respondent's Background, Experience, and Qualifications**
    - 4.2.7.1 Background**
    - 4.2.7.2 Experience**
    - 4.2.7.3 Qualifications**
  - 4.2.8 Project Organization and Staffing**
  - 4.2.9 Compliance with the State Shared Technical Architectural Program**
  - 4.2.10 Project Management**
  - 4.2.11 Financial Disclosure**
- 4.3 Mandatory Requirements**

## **Section 5 Evaluation and Contractor Selection**

- 5.1 Proposal Evaluation Process**
  - 5.1.1 Evaluation of Mandatory Requirements**
  - 5.1.2 Evaluation of Technical Proposals**
  - 5.1.3 Ranking Proposals**
- 5.2 Point Assignment**
- 5.3 Contract Award Process**

## **Attachments**

- A. Terms and Conditions**
- B. Statement of Acknowledgement**
- C. Pro Forma Contract**
- D. Performance Based Contracting**

## **SECTION 1**

### **INTRODUCTION**

#### **1.1 Purpose**

The Contractor selected as a result of this RFQ shall assume full responsibility to develop and facilitate the public marketing and communications education outreach campaign associated with the Division of Child Care and Early Childhood Education's Quality Rating and Improvement System called "Better Beginnings". The goals of the statewide campaign are to (1) inform parents and the public about what quality early child care looks like, (2) illustrate how enrollment in high quality early care programs prepares children for school and life, (3) expand the use of subsidized child care (vouchers) in high quality settings, and (4) encourage and support provider participation in Better Beginnings.

#### **1.2 Background**

DCCECE supports accessibility, availability and expansion of high quality early care and education programs in Arkansas. All children deserve the best possible early experiences. Better Beginnings was developed in 2009 as a system to provide child care and early childhood education providers an opportunity to receive certification from the State of Arkansas in recognition of their continuous quality improvement efforts. It, also, was designed to increase access to high quality child care statewide and to assist parents in locating programs that promote quality learning. An important component of Better Beginnings is a statewide education outreach campaign paired with initiatives to assist programs in achieving quality.

#### **1.3 Overview of DHS Organization and Operations**

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of Child Care and Early Childhood Education is one of fourteen Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

#### **1.4 Scope of Service**

The Contractor selected for the Quality Rating and Improvement System /Better Beginnings Outreach Campaign will produce all promotional materials and manage the overall campaign. The Contractor must produce a detailed and creative education outreach plan built upon the Marketing Proposal submitted as part of the bid package. The DHS Director of Communications and the Director of the Division of Child Care and Early Childhood Education (or their designees) will review and approve the plan prior to implementation.

The work will be completed within the constraints of a professional services contract with a proposed effective date of September 1, 2016 to June 30, 2017.

The maximum budget for the outreach campaign is **\$347,960.00** per fiscal year. The Contractor must assure that DCCECE receives the greatest value for this expenditure in addition to the specific criteria listed directly below. Expenditures cannot exceed \$347,960.00 including any agency fees or reimbursable cost.

The Contractor shall:

- Create a fresh approach that most directly reaches the target population. For purposes of this proposal, the primary target audience is parents of children birth to 12 years old who make at or below 60% of the State Median Income. The secondary target audience is all parents of children 0-12 years of age.
- Construct a detailed strategy that directly targets the minority market, and demonstrate effectiveness through proven success in previous campaigns with this population.
- Develop a strategy that is largely focused on a "grassroots" model with some support from broad-based media.
- Maximize opportunities for collaboration with other partners to conduct outreach to parents, families and providers of early care and education.
- Incorporate and drive traffic to the Better Beginnings website and increase online presence including the use of social media.
- Produce printed materials that illustrate the importance of high quality experiences for young children and further explain the purpose to parents, child care facilities, businesses and the general public. Materials should establish the correlation between future success and high quality experiences during the early years.
- Design and produce marketing materials in accordance with the approved plan. The plan is subject to change based on DCCECE needs.
- Produce and manage the media campaign including all print, online, radio and television advertising and other public support to maximize the "fixed dollar" budget.
- Produce "not for broadcast" materials which may include informational videos that can be shown at community events and be used as resources by early care professionals.
- Plan and support implementation of promotional opportunities at community events.
- Manage the marketing budget for the year the contract is awarded and any subsequent years, up to a maximum of 6 additional years, if the contract is extended by the Division of Child Care and Early Childhood Education.
- Submit all required accurate financial and narrative reports.
- Provide in the response at least three (3) case studies which exemplify work similar to that described in the agency RFQ. A case study should identify the client, contain a statement about the scope of work and provide insight into how the campaign was developed and implemented.

## 1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of September 1, 2016 through June 30, 2017.

The contract may be extended for up to six (6) additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

## 1.6 Reimbursement

Services provided under this contract will be reimbursed based on the following method:

1. Invoices must be submitted monthly. Final invoices should be submitted within 45 days of the contract term end date.
2. Billed expenditures must stay within the budgeted line items approved in the contract unless prior written approval for a budget amendment is granted by the Division.
3. Only signed original invoices will be accepted for payment. No payment will be made prior to the delivery of services. Invoices shall be submitted to:  
DHS Division of Child Care and Early Childhood Education  
Attn: Program and Professional Development Administrator  
P. O. Box 1437, Slot 160  
Little Rock, AR 72203-1437
4. The invoice must have a complete description of the goods or services being billed. Do not use abbreviations (such

as “P/R” or “cont.”). These are not standardized and may cause delays in the payment process due to invoices being returned for clarification purposes.

5. If the respondent does not already have an Arkansas vendor number issued by the Office of State Procurement (OSP), he/she shall obtain a vendor number and submit a completed and signed IRS Form W-9 before the contract is signed. The respondent shall submit proof of application for the vendor number with his/her complete proposal. Information and necessary forms to obtain a vendor number can be found on the following website: [http://www.arkansas.gov/dfa/procurement/pro\\_vendor.html](http://www.arkansas.gov/dfa/procurement/pro_vendor.html).

## **1.7 Anticipated Contract Funding**

It is estimated that 100% of the total costs of this program or project will be financed with federal money.

The dollar amount of federal funds for this project or program is estimated to be \$347,960.00 per fiscal year for a maximum of \$2,435,720.00 for seven years if all extensions are used.

The percentage of the total costs of the project or program that will be financed by non-governmental sources is estimated to be 0% and the dollar amount that will be financed by non-governmental sources is estimated to be \$0.00.

## **SECTION 2**

### **RFQ SCHEDULE OF EVENTS**

#### **2.1 RFQ Schedule of Events**

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

<b>Event</b>	<b>Date</b>
RFQ issued	April 25, 2016
Due date and time for written questions	May 4, 2016 at 4:00 p.m.
Due date for answers to questions	On or about May 9, 2016
Closing date and time for receipt of proposals	May 25, 2016 at 4:00 p.m.
Date for opening of proposals	May 26, 2016 at 10:00 a.m.
Completion of proposal evaluation and potential awardee selection	On or about June 6, 2016
Anticipation to Award posted	On or about June 7, 2016
Contract start (Subject to State approval)	September 1, 2016

## **SECTION 3**

### **GENERAL REQUIREMENTS AND INFORMATION**

#### **3.1 Issuing Officer**

This RFQ is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Child Care and Early Childhood Education (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (A.C.A.) §19-11-244, from the issue date of this RFQ until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Paige Cox, Program and Professional Development Administrator  
DHS Division of Child Care and Early Childhood Education  
700 Main Street  
Little Rock, AR 72203  
paige.cox@dhs.arkansas.gov  
Fax: (501) 682-4897

#### **3.2 Questions**

Respondents with questions about the RFQ shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses on the DHS website by the date specified in Section 2.1 for all written questions received by the due date,

Respondents shall rely only on these written responses as the official answers to questions related to this RFQ.

#### **3.3 Proposal Submittal**

To be considered, each respondent shall submit a complete response to this RFQ, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

**See Section 4 for Proposal Requirements.**

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFQ. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

#### **3.4 Proposal Preparation Costs**

All costs for developing the response to this RFQ are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.



All proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ will become the property of the State and will not be returned.

### **3.5 Opening of Proposals**

The Division/Office will publicly open proposals that were received by the date and time identified in Section 2.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

### **3.6 Acceptance of Proposals**

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFQ, or cancel this RFQ at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFQ requirements or excuse the respondent from full compliance with the RFQ specifications, including contract requirements if the respondent is awarded the contract.

### **3.7 Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFQ. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RQ that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

### **3.8 Disposition of Proposals**

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, A.C.A. §25-19-101 et seq. In accordance with A.C.A. §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in Microsoft readable format with that material redacted. In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 4.1

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFQ. Selection or rejection of the proposal shall not affect this right.

### **3.9 Subcontracting**

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFQ Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

### **3.10 Minority Business Policy**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by A.C.A. §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs. The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

### **3.11 Prohibited Solicitation**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business (A.C.A. §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### **3.12 RFQ Amendments**

The Division/Office reserves the right to amend the RFQ prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post amendments, addenda and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

### **3.13 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

### **3.14 Respondent's Contact Person**

Respondent will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFQ response.

### **3.15 Anticipation of Award**

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will 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.

OSP reserves the right to waive this policy when it is in the best interests of the State.

### **3.16 Awarding of Contract**

The Division/Office may decline to enter into a contract as a result of this RFQ. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

### **3.17 Notification**

Upon completion of the proposal evaluations, DHS will send a notice of results to all respondents.

### **3.18 Certification Prior to Award**

**PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor **must** have a current certification on file with OSP stating they do not employ or contract with any illegal immigrants.

DHS will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided for the vendor(s) at that time

### **3.19 Rules of Procurement**

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the OSP Director within fourteen calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The OSP Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

### **3.20 Restriction on Communications with State Staff**

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFQ until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFQ Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

### **3.21 Equal Employment Opportunity Policy**

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to DHS at the following e-mail address: [paige.cox@dhs.arkansas.gov](mailto:paige.cox@dhs.arkansas.gov). DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

## **SECTION 4**

### **PROPOSAL REQUIREMENTS**

#### **4.1 General Proposal Requirements**

Proposal shall include **one original and four hard copies** of the complete proposal responsive to the terms of the RFQ. In addition, the respondent shall include five electronic copies of the proposal (disks) in Microsoft readable format.

**NOTE:** If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the proposal (disk) in Microsoft readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

The proposals shall be received by the Division/Office by the date and time identified in Section 2.1. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFQ as indicated on the cover page of this RFQ.

To be considered, each respondent shall submit a complete response to this RFQ, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

RFQ Section 4.2 provides content requirements for the proposal.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFQ. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

**ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.**

Proposals may be hand delivered to:

DHS Division of Child Care and Early Childhood Education  
Attn: Paige Cox, Program and Professional Development Administrator  
700 Main Street  
Little Rock, AR 72203

OR mailed by United States mail to:

DHS Division of Child Care and Early Childhood Education  
Attn: Paige Cox, Program and Professional Development Administrator  
700 Main Street  
Little Rock, AR 72203

OR mailed by commercial mail to:

DHS Division of Child Care and Early Childhood Education  
Attn: Paige Cox, Program and Professional Development Administrator  
700 Main Street  
Little Rock, AR 72203

## 4.2 Proposal Requirements

The proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in Section 1.4 (Scope of Service) and **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting).

The proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service.
7. Respondent's Background, Experience, and Qualifications
8. Project Organization and Staffing
9. Compliance with State Shared Technical Architectural Program
9. Project Management
10. Proposed Budget for Project

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

**Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFQ in the proposal or as attachments to the proposal.**

The Proposal shall include any required documentation in appendices (i.e. IRS Certification 501(c) (3), Secretary of State Certificate-Articles of Incorporation, List of Board of Directors/Officers Information, SF424, W-9, Financial Disclosure Documents, Licensing/Accreditation documents, etc.).

### 4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFQ and the name and address of the respondent.

### 4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

### 4.2.3 Statement of Acknowledgement

Note the following instructions regarding the completion of the Statement of Acknowledgement:

- Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;

- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State's office.  
Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.
- If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Statement of Acknowledgement.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
  - The scope of work to be performed by the subcontractor;
  - The subcontractor's willingness to perform the work indicated;
  - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
- The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the proposal deviates from the detailed requirements of this RFQ in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

#### 4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

#### 4.2.5 Executive Summary

The executive summary should condense and summarize the contents of the proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent's technical approach and the enhancements proposed for DHS.

The executive summary should include a cross-reference to the pages in the proposal that address the RFQ requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.

The executive summary should not exceed three pages. The RFQ cross-reference pages are not included in this number.

## **4.2.6 Technical Approach and Solutions to Scope of Service**

The proposal must specify the respondent's plan for meeting the objectives of the contract as indicated in Section 1.4. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the Section 1.4 (Scope of Service), and **Attachment D** (Performance Based Contracting). See Section 5.2 for the specific criteria to be considered for this RFQ.

## **4.2.7 Respondent's Background, Experience, and Qualifications**

### **4.2.7.1 Background**

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts.

### **4.2.7.2 Experience**

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFQ;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees.

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

### **4.2.7.3 Qualifications**

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers.)

#### **4.2.8 Project Organization and Staffing**

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFQ as well as all staff proposed to meet the requirements of the RFQ.

#### **4.2.9 Compliance with the State Shared Technical Architectural Program**

The respondent 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.state.ar.us/poli\\_stan\\_bestpract/bestpractices.htm](http://www.dis.state.ar.us/poli_stan_bestpract/bestpractices.htm). Only those standards, policies, and best practices which are fully promulgated or have been approved by the Governor's Office apply to this solution.

#### **4.2.10 Project Management**

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

### **4.3 Mandatory Requirements**

The following are the mandatory requirements for this RFQ. Failure to provide the identified information will result in a proposal being rejected.

- Proposal must be received by time and date specified in Section **2.1**.
- Proposal must be submitted in the manner specified in Section **4.1**.
- Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the respondent, as specified in Section **4.2.3**.



## **SECTION 5**

### **EVALUATION AND CONTRACT SELECTION**

#### **5.1 Proposal Evaluation Process**

The proposals will be evaluated in phases.

##### **5.1.1 Evaluation of Mandatory Requirements**

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFQ have been agreed to or met as set forth in Section 4.3. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

##### **5.1.2. Evaluation of the Proposals**

The second phase is an evaluation of the Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

##### **5.1.3 Ranking Proposals**

In the third phase, for each proposal, the Issuing Officer will review the scores, and rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

## 5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under “Criteria”. The maximum points possible for each criterion are indicated in the column entitled “POSSIBLE POINTS”.

CRITERIA	POSSIBLE POINTS
Technical Approach and Solutions to Scope of Service	300
Respondent’s Background, Experience, and Qualifications	150
Project Organization, Staffing, Management and Understanding	200
Proposed Budget for Project	50
<b>Total Possible Points</b>	<b>700</b>

## 5.3 Contract Award Process

If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

## ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal. Failure to provide this statement will result in rejection of the proposal.

### **PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY**

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

#### **Legal Considerations**

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

#### **Financial Terms of the Contract**

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

**\*Reimbursement Method:** (Select from the following: Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement)

**\*\*Payment Limitations:** (Select from the following: Quarterly; Cumulative; Monthly Cumulative; None)

**\*\*\*Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

**Type(s) of Match:** The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

**Cash Match:** Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions:** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

### **Term of the Contract**

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

### **Terms of Payment/Billing**

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

### **Termination of Contract**

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

### **Procedure on Expiration or Termination**

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

### **Termination Claims**

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

### **Contractor**

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body

or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.

- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

### **Force Majeure**

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

### **Disputes**

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

### **Confidentiality of Information**

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 C.F.R. Part 431, Subpart F, and shall comply with 45 C.F.R. Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

**Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of A.C.A. § 25-19-101 *et seq.*

**Inspection of Work Performed**

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

**Subcontracts**

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, if the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form**. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor: 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 subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

**Audit Requirement:**

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services  
Office of Quality Assurance  
P.O. Box 1437 – Slot S270  
Little Rock, AR 72203-1437

**Indemnification**

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data

processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;

- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

### **Assignments**

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

### **Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

### **Department Property**

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

### **Use and Ownership of Software**

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

### **Contract Variations**

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.



**Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

**Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

**Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which is related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

**Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

**Disclosure**

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

**Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

**State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

**DHS Policy 5055**

Contractor shall comply with DHS Policy 5005 prior to implementation of any Information Technology (IT) Systems Secure Development and Testing Training.

**Technology Access**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 *et seq.*, as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with

access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**Employee Background Requirements**

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

**Prohibition against Contingent Fees**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business.

**Compliance with Department Policy Issuances**

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

**Relinquishment**

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

**Entire Contract**

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

**Survival of Rights and Obligations**

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

**Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

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(address)

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**Attention:**

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

**DHS Division of Child Care and Early Childhood Education**

Attn: Tonya Williams, Director  
P.O. Box 1437, Slot 140  
Little Rock, AR 72203-1437

**Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

**Certification Regarding Lobbying:**

The Contractor will comply with Public Law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

**Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled \*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions\* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

**Certification Regarding Employment Practices**

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

## ATTACHMENT B STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS	Phone #		
	FAX #		
TAXPAYER IDENTIFICATION / SOCIAL SECURITY #:			
Check if entity is a minority vendor  <input type="checkbox"/>	Check the box that applies:  <input type="checkbox"/> State Ag'cy <input type="checkbox"/> Local Gov't <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership  <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div>

**PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:**

NAME:	TITLE:
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**PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:**

NAME:	TITLE:
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**CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):**

NAME:	ADDRESS:
OFFICIAL TITLE:	

- Does this proposal contain confidential information? If "Yes", submit a redacted copy and explain on an attachment. YES ☐ NO ☐
- Has this respondent previously contracted with AR Department of Human Services (DHS)? YES ☐ NO ☐
- Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud? YES ☐ NO ☐
- Does the respondent intend to offer services through a subcontractor? YES ☐ NO ☐
- If services are to be provided by a subcontractor, are the required statements attached? YES ☐ NO ☐
- Does this proposal contain the required number of copies of the proposal in the required format and containing all required information? YES ☐ NO ☐
- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFQ without qualification? YES ☐ NO ☐
- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES ☐ NO ☐
- Does the respondent authorize DHS or its agents to verify the financial information requested in this RFP? YES ☐ NO ☐
- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES ☐ NO ☐
- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposals? YES ☐ NO ☐
- Have you received any amendments to this RFQ? If "YES", how many? \_\_\_\_ YES ☐ NO ☐
- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES ☐ NO ☐

By signature of this form and submission of a proposal in response to this RFQ, the respondent acknowledges that the above statements are true and accurate

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Signature by Officer of Organization Authorized to Contractually Obligate

Title

Date

**ATTACHMENT C  
STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

<b>CONTRACT #</b>		<b>FEDERAL I.D. #</b>	
<b>VENDOR #</b>		<b>MINORITY VENDOR</b>	<b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>

**1. PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:

ABA Criteria ☐ Request for Proposal ☐ Competitive Bid ☐ Request for Qualifications ☐  
 Intergovernmental ☐ Emergency ☐  
 Sole Source by Justification ☐ (Must be attached). Sole Source by Intent to Award ☐  
 Sole Source by Law ☐ Act # \_\_\_\_\_ or Statute # \_\_\_\_\_

**2. DATES, PARTIES:**

The term of this agreement shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

<b>AGENCY NUMBER/NAME</b>	
<b>AGENCY NUMBER/NAME</b>	

<b>CONTRACTOR NAME</b>	
<b>ADDRESS</b>	

**3. CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ \_\_\_\_\_

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ \_\_\_\_\_

Total compensation inclusive of expense reimbursement \$ \_\_\_\_\_

Projected total cost of contract if all available periods of extensions are completed \$ \_\_\_\_\_

4. **SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

**MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. \_\_\_\_\_ to this agreement.

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6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

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7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

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**8. ATTACHMENTS:**

List ALL attachments to this contract by attachment number:


**9. CERTIFICATION OF CONTRACTOR**

A. "I, \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. **NON-APPROPRIATION CLAUSE:**

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

12. **TERMS:**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until \_\_\_\_\_, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. **AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**  
The Agency Representative coordinating the work of this contractor will be:

\_\_\_\_\_  
(NAME) (TITLE) (TELEPHONE #)

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number \_\_\_\_\_ to this agreement.

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. **TYPE OF CONTRACT:** PROFESSIONAL ☐ CONSULTANT ☐

17. **SIGNATURES**

CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_ AGENCY DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

APPROVED: \_\_\_\_\_  
DEPARTMENT OF FINANCE AND ADMINISTRATION DATE

Contractor Point of Contact:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

**ATTACHMENT D**  
**ARKANSAS DEPARTMENT OF HUMAN SERVICES**  
**PERFORMANCE BASED CONTRACTING**

**NOTE:** These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.

II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.

III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.

IV. The contract program deliverables and performance indicators to be performed by the contractor are:

<b>Service Criteria<sup>1</sup></b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance<sup>2</sup></b>
Produce a final Statewide Quality Early Care and Education Outreach Plan to educate Arkansas families, providers and the general public about the importance of high quality early childhood education and care through Better Beginnings.	In a manner acceptable to the State, plan is produced and submitted within 14 State working days after the contract effective date.	Two hundred (\$200) per State work day after the deadline that the plan is not received and acceptable to the State.  Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.  DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.

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<sup>1</sup> These criteria are not the exclusive criteria or requirements to be met under the contract, and nothing herein is indicated to comprehensively define, or to limit the duties or liability of the Contractor for failure to perform in accordance with the terms of the Contract.

<sup>2</sup> The damages set forth do not in any way limit the damages available to the Division/Office, and shall be in addition to any and all other damages or remedies available to the Division/Office at law or in equity.

Conduct a statewide quality early care and education outreach campaign not to exceed \$347,690, based on the plan approved by the DHS Director of Communications, the Division Director or their designees.	In a manner acceptable to the State, conduct the campaign in a professional and effective manner, and the plan must not exceed \$347,690.	<p>Less than 100% compliance will result in the contractor being contacted by DCCECE to address unacceptable performance.</p> <p>DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until acceptable performance occurs.</p>
Design and produce marketing materials in accordance with the approved plan.	In a manner acceptable to the State and in accordance with the approved plan, marketing materials will be designed and produced by the dates established for release of materials.	<p>Two hundred (\$200) per State work day after the deadline that the materials are not received and acceptable to the State.</p> <p>Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p> <p>DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
Design and produce materials related to the new Child Development for Early Learning Standards to include the Kindergarten readiness materials for parents.	In a manner acceptable to the State, materials will be submitted by established due date.	Two hundred (\$200) per State work day after the deadline that the materials are not received and acceptable to the State.
Produce "not for broadcast" materials which may include informational videos that can be shown at community events and be used as resources by early care professionals.	In a manner acceptable to the State, "not for broadcast" materials will be designed and produced by the dates established for release of materials.	<p>Two hundred (\$200) per State work day after the deadline that the materials are not received and acceptable to the State.</p> <p>Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p>

		DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
Plan and support implementation of promotional opportunities at community events.	In a manner acceptable to the State, information will be available and presented at community events as outlined in the approved plan.	<p>Less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p> <p>DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
Manage the media campaign including all print, online, radio and television advertising and other public support to maximize the "fixed dollar" budget of the Division.	In a manner acceptable to the State, contractor will manage campaign in accordance with the approved plan and meet established deadlines.	<p>Two hundred (\$200) per State work day after any deadline for the campaign is not met by providing the service or deliverable by the deadline in a manner acceptable to the State.</p> <p>Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p> <p>DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
Manage and drive traffic to the Better Beginnings website and increase online presence including the use of social media.	In a manner acceptable to the State, contractor will manage website and online presence as agreed upon in approved plan and meet established deadlines.	Two hundred (\$200) per State work day after the deadline that the report is not received and acceptable to the State.

Submit original signed itemized invoices monthly.	In a manner acceptable to the state, invoices must be received by the 15th of each month. If the 15th is on a weekend, the invoice is due on the last State work day prior to the due date.	<p>Two hundred (\$200) per State work day after the deadline that the invoice is not received and acceptable to the State.</p> <p>Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p> <p>DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
Submit accurate monthly status report.	In a manner acceptable to the State, report must be submitted by the 20th of each month. If the 20th is on a weekend, the report is due on the last State work day prior to the due date.	<p>Two hundred (\$200) per State work day after the deadline that the report is not received and acceptable to the State.</p> <p>Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p> <p>DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
Submit accurate final annual report.	In a manner acceptable to the State, report must be submitted by the Division deadline.	<p>Two hundred (\$200) per State work day after the deadline that the report is not received and acceptable to the State.</p> <p>Additionally, less than 100% compliance will result in the contractor being contacted by DCCECE to address insufficient performance.</p>

		DCCECE may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
Submit original final itemized invoice and final income/expense detailed statement.	In a manner acceptable to the State, report must be submitted by the Division deadline.	Five hundred (\$500) per State work day after the deadline that the report is not received, and acceptable to the State.

#### **REMEDIES FOR UNACCEPTABLE PERFORMANCE**

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.