



STATE OF ARKANSAS
Arkansas Department of Workforce Services
Two Capitol Mall
Little Rock, Arkansas 72201-1013

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	ADWS-2017-1	Solicitation Issued:	
Description:	Temporary Assistance to Needy Families – Improving Outcomes for Youth		
Agency:	Arkansas Department of Workforce Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	November 8, 2016	Bid Opening Time:	10:00 a.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to ADWS.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Arkansas Department of Workforce Services Procurement Division Two Capitol Mall, Room B37 Little Rock, AR 72201-1013</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to ADWS's street address on a schedule determined by each individual provider. These providers will deliver to ADWS based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

CONTACT INFORMATION			
ADWS Buyer:	Nancy Morris	Buyer's Direct Phone Number:	501.683.5372
Email Address:	nancy.morris@arkansas.gov		

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Acronyms Used in ADWS-TANF-CII Youth

<u>Acronym</u>	<u>Description</u>
A.C.A	Arkansas Code Annotated
ADWS	Arkansas Department of Workforce Services
CII	Community Investment Initiative
DF&A	Department of Finance and Administration
EEO	Equal Employment Opportunity
IRS	Internal Revenue Service
OSP	Office of State Procurement
PCSC	Professional Consultant Services Contract
RFP	Request for Proposals
TANF	Temporary Assistance to Needy Families

1: INTRODUCTION

1.1: Purpose

The Arkansas Department of Workforce Services (ADWS) is issuing this Request for Proposal (RFP) to solicit responses from qualified and experienced vendors to enter into a contract with private or community organizations, including faith-based organizations to offer services and support for parents, children and youth in their communities.

The primary goal of this RFP is to provide a contract that will result in improving outcomes for youth.

1.2: Background

Services to be delivered should include one or more of the following TANF goals:

- Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
- Reduce dependency of needy families on government benefits by promoting job preparation, training, and employment;
- Prevent and reduce out-of-wedlock births; and
- Encourage the formation and maintenance of two-parent families

ADWS is responsible for administering the TANF Program that transitions individuals from reliance upon public assistance to self-sufficiency. ADWS invites your application for this CII Youth through a competitive selection process of a RFP utilizing the Federal TANF Block Grant as its source of funding.

Arkansas ACT 1705 of 2005 created the CII. The legislation authorized the use of TANF funds to contract with private or community organizations, including faith-based organizations, to offer services and support to parents, children, and youth in their communities.

1.3: Contract Duration

Work will be done within the constraints of a professional service contract for a (12) month period. Upon mutual agreement by the vendor and ADWS, the contract may be renewed by ADWS on a year-to-year basis, for up to (6) additional one-year terms or a portion thereof.

2: SCOPE OF WORK

The ADWS/TANF/CII Youth Program seeks to procure a single vendor who can provide services that will accomplish one or more of TANF goals. The overall purpose of the CII Improving Outcomes for Youth Program is to enter into contract with private or community organizations located in the state of Arkansas to procure direct services which are innovative and creative as a program addressing TANF goals as outlined in this RFP.

The initiative may fund programs for the following purposes.

- 1 Improving Outcomes for Youth, including, but not limited to:
 - Academic achievement
 - Job skills
 - Civic participation and community involvement
 - Reducing risky behaviors such as sexual activities, drug use, and criminal behavior

This RFP is not restricted to families who currently receive, or have ever received federal cash assistance. Vendors are encouraged to consider strategies aimed at serving broader population base. For purpose of this RFP, a parent is considered to be a mother or father of a minor child whether the parent is married, unmarried or never-married and without regard to the living arrangement of the parent in relation to the child. A family is considered any combination of at least two persons, one being a minor child and the other being an adult at least 18 years of age, that live together on a permanent basis. Vendors are encouraged to think beyond the typical “federal assistant” services and think beyond typical “low-income recipients” when designing a service delivery model.

Vendors are required to use the federal poverty level guidelines of 200% or less when establishing financial eligibility for participants in programs and or activities. Income eligibility must be documented for use of TANF funded services. A recent (2016) base poverty threshold can be found at <http://www.aspe.hhs.gov/poverty/index.shtml>.

Eligible vendors, who may apply, are private or community organizations, including faith-based organizations, that have established themselves as either for profit or non-profit entity (with or without a 501 (c) (3) status) located in the state of Arkansas. Otherwise eligible vendors who are barred from receiving state or federal funds may not participate in this initiative, either directly or indirectly, nor may a proposing organization utilize such organizations in providing services under any contract awarded as a result of the RFP.

Vendors who seek to provide the following services will not be considered for funding, due to federal TANF funds will be used for purposes stated above:

- Adjudicated minors who are housed in secure facilities
- Minors who do not permanently reside with a parent, caretaker relative or other legal guardian
- Payment or provision of basic needs, direct or indirect, such as housing, cash or cash stipends, and food
- Medical services other than pregnancy prevention

The program will be funded for a (12) month period. Vendors with a capacity to provide a wide spectrum of youth services to all Arkansas counties or multiple counties in Arkansas are strongly preferred.

3: RFP SCHEDULE OF EVENTS

3.1: Timelines

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

Event	Date
RFP issued	10/17/2016
Information Meeting	10/26/2016
Deadline to Submit Written Questions	10/27/2016
Deadline for Proposal Submissions	11/07/2016
Proposal Opening	11/08/2016
Anticipation to Award Notices	11/14/2016
Program Funding Period	01/1/2017-12/31/2017

4: GENERAL REQUIREMENTS AND INFORMATION

4.1: Issuing Officer

This RFP is issued by the Arkansas Department of Workforce Services.

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

Issuing Officer:

Nancy D. Morris, Fiscal Support Supervisor
Arkansas Department of Workforce Services
ATTN: Procurement
Two Capitol Mall
Little Rock, AR 72201
501-683-5372
nancy.morris@arkansas.gov

4.2: Letter of Intent

Mandatory Pre-submission letter of intent is not required for this RFP.

4.3: Questions

Vendors with questions about the RFP shall submit their questions in writing by close of business on the date specified in Section 3.1. Vendors shall submit their written questions to the Issuing Officer identified in Section 4.1. Vendors may submit their questions by e-mail, but it remains the vendor'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 e-mail submissions from vendors. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses to questions received, on the ADWS website <http://dws.arkansas.gov/Programs/TANF/PublicNotice.htm> in the form of an addendum. Vendors will be responsible for obtaining, signing and the return of any addendums to the Issuing Officer.

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

4.4: Proposal Submittal

To be considered, each vendor shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the vendor 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.

Vendor should clearly mark the package containing the submittal with the name of your company and ADWS-2017-1.

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

4.5: Proposal Preparation Costs

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

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

4.6: Opening of Proposals

The Issuing Officer will publicly open proposals on the date identified in Section 3.1.

4.7: Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by ADWS. However, ADWS reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP or cancel this RFP at any time, according to the best interest of ADWS. ADWS 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 ADWS and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the vendor is awarded the contract.

4.8: Rejection of Proposals

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

Proposals or bids 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 bid or proposal is made, reviewed or both.

4.9: Disposition of Proposals

All proposals become the public property of ADWS and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §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 process.

If the proposal contains material that is considered by the vendor to be confidential under Arkansas law, the vendor must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, ADWS shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of ADWS, there is no valid justification for the claim of confidentiality, the vendor will be notified prior to the release of the information in order to allow the vendor the opportunity to pursue any desired legal remedies.

4.10: Incorporation into the Contract

Appropriate portions of the successful proposal may be incorporated into the resulting contract and shall be a public record subject to disclosure under the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 through §25-19-107.

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

4.11: Sub-Contracting

Subcontracting will not be permitted in connection with this RFP.

4.12: Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

4.13: Independent Price Determination

Vendor's Cost Proposal (price) shall be arrived at independently without collusion, consultation, communication, or agreement with any other vendor or with any competitor. The vendor shall include a statement in the proposal that the price was arrived at independently without collusion, consultation, communication, or agreement. Should a conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the vendor shall assume all costs of the contract until such time that a new vendor is selected.

4.14: 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 (ACA §19-11-229). If this provision is violated, ADWS 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.

4.15: RFP Amendments

ADWS reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be posted on the internet at <http://dws.arkansas.gov/Programs/TANF>. Vendors will be responsible for obtaining, signing and the return of any addendums to the Issuing Officer.

4.16: Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Issuing Officer, signed by the vendor.

ADWS will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date unless such changes were requested by the Issuing Officer.

4.17: Vendor's Contact Person

Vendor will provide the name, telephone number, including area code, and email address of an authorized person in its company who may be contacted regarding the entity's RFP response.

4.18: Anticipation of Award

After complete evaluation of the bid or proposal, the anticipated award announcement will be posted on the ADWS website <http://dws.arkansas.gov/Programs/TANF>.

The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for (14) calendar 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 (14) calendar day posting period. Accordingly, any reliance on these preliminary results is at the agency/vendor's own risk.

The Arkansas Department of Workforce Services reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State.

4.19: Awarding of Contract

ADWS may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the vendor whose proposal is determined to be most advantageous to ADWS based on the selection criteria. ADWS is not liable for any cost incurred by any vendor 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.

4.20: Rules of Procurement

A non-selected Offeror wishing to protest the selection decision must file a formal written protest with the Arkansas Department of Workforce Services – Assistant Director for TANF Division within (14) calendar days after the date of the notice of intended contract award. The ADWS-Assistant Director for TANF Division is as follows:

Phil Harris, Assistant Director
ADWS/TANF Division
P.O. Box 2981
Little Rock, AR 72203-2981

The protest must set out facts showing the basis for the protest. Failure to file a protest within the (14) day time period shall constitute a waiver of any rights to an administrative decision.

4.21: 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 RFP until a successful vendor is selected and the selection is announced, vendors shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

4.22: Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, the Office of State Procurement is required to have a copy of the vendor's Equal 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 the Office of State Procurement at the following e-mail address: eeopolicy.osp@dfa.state.ar.us. The Office of State Procurement will maintain a file of all vendor EEO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EEO policies upon request to other state agencies that must also comply with this statute. 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 to that effect.

4.23: Payment Schedule

Payment terms: ADWS agrees to pay organization on a monthly reimbursement bases after expenditures have occurred. Vendor must submit proof of expenditures when requesting reimbursement in the form of invoices, receipts and/or a spreadsheet outlining each line item of the reimbursement form. Vendor recipient must submit a reimbursement request for payment for the services delivered no later than 15 days after the affected month. The payment for services can be expected to be distributed after review of a submitted reimbursement request within 5-10 working days.

Vendors requiring start-up costs will be given the option to submit a weekly payment request to offset any administrative and operational costs associated with implementing the program during the first (3) days of the contract. Subsequent scheduled payments will be made monthly given the actual expenditures for that previous month for the delivery of services provided.

Invoices may be sent to the following address:

Arkansas Department of Workforce Services
Attention: TANF Contracts Unit
P.O. Box 2981
Little Rock, AR 72203-2981

4.24: Monitoring Methods

The vendor is required to furnish ADWS with program and financial progress reports and periodic documents in such form as listed below:

- 1- **Quarterly Performance Reports** – Vendors must submit a quarterly progress report (Standard ADWS Form) to ADWS within (15) days after the end of each quarter. A detailed account of activities, program success stories, promising approached, and performance outcomes achieved.
- 2- **Monthly Financial Report** – A Financial Status Report (Standard ADWS Form) is required to be submitted (15) days after the end of each month to account for all expenditures to conduct the program.
- 3- **Monthly Equipment Report** – Vendors must submit a tag number request form (Standard ADWS Form) to ADWS within (15) days after the end of each month to account for all equipment purchased to conduct the program. ADWS will issue TANF Property tags to be placed on all purchased equipment valuing \$250.00 or more. All equipment purchased under this funding opportunity will remain the property of ADWS and must be surrendered by the organization to ADWS at the end of the program period.

5: PROPOSAL REQUIREMENTS

5.1: General Proposal Requirements

Proposal shall include **one (1) original and five (5) copies** responsive to the terms of the RFP. If ADWS requests additional copies of the proposal, they must be delivered by the vendor within (24) hours. Envelopes must be marked with vendors name, bid/proposal number, bid opening time and date. In addition, the respondent shall include an electronic copy on a CD in Microsoft readable format with the original and each copy of the proposal. Also, the vendor will be required to submit one (1) only public information copy of their proposal (minus the cost proposal) to be used by ADWS in response to any Freedom of Information request. The proposal shall be received by ADWS Issuing Officer by the date and time identified in Section **3.1. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED**. The envelope or package must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each vendor shall submit a complete response to this RFP using the format provided. An official authorized to bind the vendor 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.

An Evaluation Review Panel will be selected to review and evaluate applicant proposals using the following criteria:

- A. **Program Need** – Clearly identify the community need for the proposed program and targeted population of TANF participants and low-income families you intend to provide services through this financial assistance.
- B. **Organizational Experience and Capacity** – Describe your experience in delivering social service programs and working with poor and vulnerable populations in the community. Explain your capacity to plan and implement a sound program with adequate staffing, partnerships, training and technical assistance.
- C. **Program Design** – Outline the significance, innovation, and beneficial impact of the program to address the need or problem described in the aforementioned section. Present a strategy (action plan) that will demonstrate a new approach more promising than existing or alternative methods toward achieving self-sufficiency for the selected target population, including verification of collaborative commitment on the part of outside organizations that enhances service provision.
- D. **Outcomes and Performance Measures** – Identify goals and objectives and link them to specific measurements (indicators/factors) for program evaluation and effectiveness in determining the overall impact of the program. In addition to the completion of the program specific Performance Outcomes Plan (Appendix E), applicants must provide quarterly targets for the following performance indicators:
 - a. Number of applications received
 - b. Number of applications approved
 - c. Number of youth served
 - d. Number of families served
 - e. Type and number of activities to be held
 - f. Number of expected participants for each proposed activity
- E. **Monitoring and Evaluation** – Describe how your organization will evaluate the success of the program and how often the evaluation will take place.
- F. **Yearly and Quarterly Budget and Budget Narrative** – Explain how the requested funding amount reflects the program needs, goals, and design to accomplish the proposed program. These should

be (3) separate documents. Each budget must illustrate the exact formula used to derive each dollar amount listed. The budget narrative must be a detailed description of each line item. It must state how the line item will be used and what purchases will be included in each individual line item.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. Proposal should be on 8.5 x 11" white paper **No staples or spiral bindings.** Do not use colored, oversized or folded material. The vendor 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 VENDORS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

Proposals may be hand delivered or mailed to:

Nancy Morris, Fiscal Support Supervisor
Arkansas Department of Workforce Services
ATTN: Procurement
Two Capitol Mall, Room B37
Little Rock, AR 72201-1013

The proposals shall be received by the Issuing Officer by the date and time identified in Section 3.1. Proposals received after the deadline will not be considered and shall be rejected. The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

5.2: 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 2 and 6**.

The Proposal should be arranged in the following order.

1. Cover Page
2. Proposal Narrative
3. Yearly and Quarterly Budget and Budget Narrative
4. Quarterly Performance/Outcomes Plans
5. Quarterly Performance Indicator Targets
6. Proof of Non-Profit Status, if applicable
7. W-9 Taxpayer Identification Number and Certification
8. General Terms and Conditions
9. Authorization of Signature
10. Equal Employment Opportunity Statement
11. Contract and Grant Disclosure and Certification Form

The original proposal and all copies should 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 RFP in the Technical Proposal or as attachments to the proposal.

5.2.1: Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the vendor.

5.2.2: 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.

5.2.3: Disclosure of Litigation

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

The vendor must identify, for all projects undertaken for the past (3) years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the vendor's involvement in litigation that could affect this work shall be included. Vendor must identify any contract termination(s) that have occurred or that were initiated by either party.

5.2.4: 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 vendor's

technical approach and the enhancements proposed for ADWS.

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

The executive summary should not exceed (3) pages. The RFP cross-reference pages are not included in this number.

5.2.5: Financial Disclosure

The respondent shall, upon written request from ADWS, provide evidence of financial status and the financial ability to carry out the project. Such a request will cause the respondent to provide sufficient information relevant to the **last year (12 months)** for the vendor and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing
- Balance sheets
- Statement of income
- Statements of change in financial position
- Notes to financial statements
- Auditor's reports

5.2.6: Independent Price Determination

The Proposal shall contain a statement of independent price determination as described in **Section 5.13**.

5.2.7: Price Warranty

By submitting a proposal under this RFP, the vendor warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations or challenges related to this may render the proposal void.

5.2.8: IRS Form W-9

The vendor shall submit a completed and signed IRS Form W-9.

5.2.9: Vendor Number

If the vendor does not already have an Arkansas vendor number issued by DFA/OSP, they shall obtain the vendor number before the contract is signed. The vendor shall submit proof of application for the vendor number. 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

5.3: Mandatory Requirements

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

- Proposal must be received by time and date specified in Section 3.1.
- Proposal must be submitted in the manner specified in Section 5.2.
- Proposal must address the criteria specified in Sections 2 and 5.2.

5.4: Cost Proposal

Offeror shall provide on Price Sheet, Attachment D-Sample, the total price or cost of their proposal.

All proposals must remain valid for at least (120) calendar days after the date of receipt of proposals. **The cost proposal must be sealed separately from the proposal and be clearly identified as "Cost Proposal." Failure to comply with this requirement will result in disqualification of the proposal.**

5.5: 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 vendor, 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.

6: EVALUATION CRITERIA

ADWS-CII Youth-2016 Evaluation Criteria	Maximum Raw Score Available
Program Need: 10 Possible Points	
Applicant has clearly defined the problem and needs of targeted community and population for the services to be provided.	
Applicant has clearly noted one or more entire counties as its service area.	
Experience and Capacity: 15 Possible Points	
The applicant has described its expertise or ability to obtain expertise to ensure proposed service is relevant to meet a community need and ADWS program requirements.	
The applicant appears to have a staffing plan, adequate resources, and management structure to successfully accomplish the proposed scope of work (programmatic and fiscal components).	
The applicant has provided details on how their organization will collaborate, establish community linkages, and not duplicate existing services, and has provided verified evidence of support and collaboration from outside organizations.	
Program Design: 25 Possible Points	
Applicant clearly describes the scope and details of proposed program using each outlined component to address its service strategy.	
Applicant has strong goals and objectives that are measurable, outcome-based, time-phased, and realistic with program period.	
Applicant listed realistic target numbers for each goal for each quarter of the program.	
Applicant indicates its recruitment plan and marketing strategy to attract potential participants and advertise the available service for target population.	
The proposed program demonstrates collaboration and implementation plan to meet stated objectives of program design.	
Performance/Outcomes Plan: 25 Possible Points	
Applicant describes reasonable indicators/factors to be measured to demonstrate the impact of the program.	
Applicant provides realistic quarterly performance outcomes plans, with performance measures that are relevant to the program design.	
Applicant provides a copy of pre- and post-test assessment tools to be utilized by the program.	
Applicant demonstrates a clear relationship between the performance measures and the corresponding outcomes.	
Applicant provides realistic quarterly targets for each performance indicator.	
Monitoring and Evaluation: 10 Possible Points	
Applicant describes how the proposed program will be self-monitored to ensure service strategy and fiscal accountability meet intended outcomes.	
Proposed program integrates an evaluation process which provides output performance, program effectiveness, challenges, and lessons learned.	

6.1: Proposal Evaluation Process

The proposals will be evaluated in phases.

6.1.1: Evaluation of Mandatory Requirements

ADWS Issuing Officer will review proposals to verify submission requirements have been met. Those proposals that do not meet submission requirements shall be disqualified and shall not be evaluated.

6.1.2: Evaluation of the Technical Proposals

An ADWS appointed evaluation committee will evaluate and score qualifying proposals. Evaluation will be based on the vendor's response to the sections included in the RFP. Other agencies, consultants, and experts may also examine documents at the discretion of ADWS.

Sections have been divided into sub-sections. In each sub-section, items/questions have been assigned a maximum point value. The total point value for each sub-section is reflected in section 6.2 under the heading Maximum Raw Points Possible. ADWS has assigned weighted percentages to each sub-section according to its significance.

The vendor's weighted score for each sub-section will be determined using the following formula:

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

- A = Actual Raw Points received for sub-section in evaluation
- B = Maximum Raw Points possible for sub-section
- C = Maximum Weighted Score possible for sub-section
- D = Weighted Score received for sub-section

Scores for sub-sections will be totaled to determine the Total Score for the proposal. Proposals that do not receive a minimum score of 80 points shall not move forward in the solicitation process and pricing shall remain sealed and shall not be scored.

6.1.3: Pricing Component

In the third phase, the cost elements are opened and the following formula is applied.

In converting cost to points, the lowest cost proposal shall automatically receive the maximum number of points allocated to cost; 15 Points.

The point allocations for other proposals shall be determined as follows:

$$\text{Points} = \frac{\text{Price of the lowest cost proposal} \times 15 \text{ points}}{\text{Price of the proposal being rated}}$$

These points will be combined with the technical scores to develop a final score of total points for each proposal.

6.1.4: Ranking Proposals

In the fourth phase, the proposals are ranked from highest to lowest according to total points.

Once the proposals are ranked, the evaluation team will recommend the top ranked proposer to the Issuing Officer, who shall present to the ADWS/TANF for final review and approval. Pending available funds and a successful negotiation, a contract will be awarded, pending review by the state legislative committee.

6.2: 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”.

<u>Proposal Section</u>	<u>Maximum Raw Points Possible</u>	<u>Weighted Percentage</u>	<u>Maximum Weighted Score Possible</u>
Program Needs	10	10%	85
Experience and Capacity	15	20%	170
Program Design	25	30%	255
Performance/Outcomes Plan	25	30%	255
Monitoring and Evaluation	10	10%	85
Points	85	100%	850

	Maximum Points Possible
Proposal	850
Cost Evaluation	150
Maximum Possible Grand Total Score	1000

The submission of a proposal shall signify vendor's understanding and agreement that subjective judgements shall be made by the evaluation committee during the evaluation and scoring of the proposals.

Vendor must agree to all evaluation processes and procedures as defined in this section.

6.3: Contract Award Process

After complete evaluation of the bid or proposal, the anticipated award will be posted on the ADWS website <http://dws.arkansas.gov/Programs/TANF>. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of (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 (14TH) day posting period. Accordingly, any reliance on these preliminary results is at the agency/vendor's own risk**

The contract will be awarded to the vendor that provides the most effective solution(s) and receives the most points.

TANF Initiatives Clarification on Administrative Costs

As a general rule, administrative costs for TANF-funded services should be no more than fifteen (15) percent of an entity's total allocation. Special permission to deviate from this standard must be substantiated in writing and approved by the Department of Workforce Services, TANF Administering Agency prior to the approval of any contract or other agreement. The examples below should help illustrate the types of cost allocations that would generally be considered to be administrative or non-administrative costs.

The cost of salaries and related benefits should be calculated only for the percentage of time personnel works on TANF-funded activities. For example, a project director may be employed full time, but only 4 hours per week is allocated for TANF-funded activities. Only that portion of salary and benefits should be considered as an allowable cost, not the entire annual salary.

The following are guidelines as to what is considered an administrative cost:

- ✓ General administration or coordination of program, including accounting and payroll functions;
- ✓ Salaries and indirect costs associated with performing administrative functions;
- ✓ Supplies, equipment, travel, postage, utilities and office space related to the administration of a program;
- ✓ Activities related to eligibility determinations;
- ✓ Preparation of program plan, budget and schedules; and
- ✓ Program monitoring.

The following are guidelines as to what is considered a non-administrative cost:

- ✓ Direct cost of providing program services including client activities, assessment, case management, etc.;
- ✓ Salaries and indirect costs associated with performing program service functions;
- ✓ Supplies, equipment, travel, postage, utilities and office space related to the performance of program service functions;
- ✓ Evaluations and audits of program service functions; and
- ✓ Technology/management information systems not related to payroll, personnel or other administrative functions.

The following are **not** generally considered allowable costs under TANF, even if they are related to program operations:

- ✓ Inherently religious activities
- ✓ Purchase of vehicles
- ✓ Renovation, construction or purchase of a building used for program operation
- ✓ Payment of bad debts or interest payments as a result of credit agreements
- ✓ Medical services
- ✓ Purchase of alcohol
- ✓ Any clothing such as T-shirts
- ✓ Match for other federal funds
- ✓ Lobbying costs
- ✓ Penalties, fines, etc.
- ✓ Replacement of funds for existing programs
- ✓ Expenditures DWS determines are not allowable uses of TANF funds

APPLICATION CHECKLIST

Use this checklist to make sure your packet is complete.

All documents identified under the “Applications” section on page 5.2 of this RFP must be handed in as your completed application packet. **DO NOT SUBMIT this checklist.**

-Any required documents not provided will result in the application not considered for competition under this RFP.

Prepare One (1) Original, Five (5) Copies with original signatures, and an electronic copy on compact disk.
NO FAXED OR EMAILED COPIES WILL BE ACCEPTED.

Checklist of Required Documents must be submitted in this order:

- ☐ **Cover Page (Appendix C)**
 - ☐ **Proposal Narrative**
 - ☐ **Yearly and Quarterly Budget and Budget Narrative (Enclosed and labeled in a separate sealed envelope)**
 - ☐ **Quarterly Performance/Outcomes Plans (Appendix E)**
 - ☐ **Quarterly Performance Indicator Targets**
 - ☐ **Proof of Non-Profit Status**
 - ☐ **W-9 Taxpayer Identification and Certification (Appendix F)**
 - ☐ **General Terms and Conditions (Appendix G)**
 - ☐ **Authorization of Signature (Appendix H)**
 - ☐ **Equal Employment Opportunity Statement**
 - ☐ **Disclosure Form (Appendix I)**
-

The Information Session to provide information for prospective applicants responding to this proposal is scheduled for October 19, 2016.

DEADLINE to submit is November 7, 2016 by 3 p.m.

PROJECT COVER PAGE

Name of Applicant:

Applicant's Mailing Address:

Name of Program Director

Telephone Number

Fax Number

Contact Person

E-mail address

Taxpayer ID Number

TYPE OF AGENCY

PROPOSED SERVICE COUNTY (IES)

Faith-Based, Community-Based, Coalition,
Community Development Corporation/Center, Other

TOTAL FUNDS REQUESTED: _____

SELECTED PRIORITY PROGRAM/SERVICE AREA(S):

☐ Academic Achievement

☐ Job Skills

☐ Civic Participation/Community Involvement

☐ Reducing Risky Behaviors

CERTIFICATION

I (We) hereby certify that _____ on behalf of _____
(Name of individual) (Agency Submitting Application)

is fully authorized, by law or by corporate resolution (attached), to submit the following application for Funds, that the information contained herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully authorized to submit said application on behalf of said agency.

Official Authorized to Submit Application

Title

Date

Program Director

Title

Date

Chief Financial Officer

Title

Date

APPENDIX D – Sample Budget/ Budget Narrative
(Vendor's must submit a yearly, quarterly budget and budget narrative for each year.)
Budget for July 4 , 2013 - June 30, 2014
Agency XYZ, Inc.

	FY13 Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Quarter Totals
Compensation						
Salaries (4)						
Program Manager	\$9,000.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	
Case Manager	\$31,000.00	\$7,750.00	\$7,750.00	\$7,750.00	\$7,750.00	
Instructor	\$20,800.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	
Receptionist/Clerical	\$4,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
Total Salaries	\$64,800.00	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00	\$64,800.00
Fringe Benefits						
FICA	\$4,957.00	\$1,239.25	\$1,239.25	\$1,239.25	\$1,239.25	
Unemployment Insurance	\$1,200.00	\$300.00	\$300.00	\$300.00	\$300.00	
Retirement	\$3,888.00	\$972.00	\$972.00	\$972.00	\$972.00	
Worker Compensation	\$500.00	\$125.00	\$125.00	\$125.00	\$125.00	
Total Fringe Benefits	\$10,545.00	\$2,636.25	\$2,636.25	\$2,636.25	\$2,636.25	\$10,545.00
Reimbursable						
Bookkeeping & Audit (Administrative)	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00	
Contract Services (Administrative)	\$500.00	\$125.00	\$125.00	\$125.00	\$125.00	
Insurance	\$400.00	\$100.00	\$100.00	\$100.00	\$100.00	
Space	\$500.00	\$125.00	\$125.00	\$125.00	\$125.00	
Travel	\$1,920.00	\$480.00	\$480.00	\$480.00	\$480.00	
Office Supplies	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	
Workshop Supplies	\$700.00	\$350.00	\$350.00	\$0.00	\$0.00	
Printing & Copy	\$780.00	\$390.00	\$390.00	\$0.00	\$0.00	
Communication	\$950.00	\$237.50	\$237.50	\$237.50	\$237.50	
Postage	\$761.40	\$380.70	\$380.70	\$0.00	\$0.00	
Total Reimbursable	\$10,711.40	\$2,588.20	\$2,188.20	\$1,067.50	\$4,867.50	\$10,711.40
Total Request	\$86,056.40					\$86,056.40

Budget Narrative for July 4, 2013 – June 30, 2014
Agency XYZ, Inc.

Salaries	Definition	Unit Cost	Total Cost
Program Manager	Part Time - Planning, Implementation & Supervision	\$15.00 per hour for 600 hours	\$9,000
Case Manager	One full time employee - IDA Administrator - Client service, client education	\$14.90 per hour for 2080 hours	\$31,000
Instructor	Interpretation, financial literary education, record keeping	\$10.00 per hour for 2080 hours	\$20,800
Receptionist	Clerical duties	\$8.00 per hour for 500 hours	\$4,000
			\$64,800
Fringe Benefits			
FICA		7.65% of Compensation	\$4,957
UI	For 2 full time employees	6% of first \$10,000 in compensation	\$1,200
Worker Compensation		Based on cost of compensation x .007	\$500
Retirement		6% of compensation	\$3,888
			\$10,545
Operational Costs			
Bookkeeping and Audit	Bookkeeping based on number of transactions, audit based on budget percent share of Agency total	\$0.38 per transaction for 1000 transactions	\$3,800
Contract Services	IDA Consultant for Process and other Planning	\$50.00 per hour for 10 hours	\$500
Insurance	Percentage of total liability, professional liability and personal property insurance costs		\$400
Space	Based on square footage usage pays janitorial costs.	\$1.00 per sq. foot for	\$500

	IDA program uses 500 sq. feet of space.	500 sq. feet.	
Travel	Four trips to Little Rock with overnight stays, mileage & per diem and one trip to training in San Francisco (partial cost). Per Diem and mileage compiles with Federal and State regulations.		\$1,920
	Little Rock Trips \$0.45 per mile for 200 miles, \$15 per meal for 3 meals, \$75 for one night of lodging is \$210 for one trip to Little Rock for one person.	\$210 per trip times 4 trips is \$840	
	Training Trip \$675 for airfare and ground transportation, \$225 lodging (\$75 per night for 3 nights), meals \$180 (\$15 per meal for 3 meals a day for 4 days).	\$1080 per trip for 1 trip	
Office Supplies	Basic supplies for office including pen, pencils, paper, ink, folders, staples, note pads, etc....		\$400
Workshop Supplies	Cost of workshop materials (\$10 x 70)	\$10 per individual for 70 individuals	\$700
Printing and Copying	Cost of flyers and all other program copy costs	\$0.10 per sheet of paper for 7800 sheets	\$780
Communication	Based on cost of telephone, local & long distance, and fax usage.		\$950
	Cell Phone – 2 lines for 2 full time IDA employees - \$420	\$35.00 per month for 12 months	
	Local Calls - \$105	\$.05 per call for 2100 calls	
	Long Distance Calls - \$200	\$.10 per call for 2000 calls	
	Fax Calls – \$225	\$.15 per fax for 1500 faxes	
Postage	Based on actual cost (mailing bank statements and other communication) 141 clients with 12 statements per year is at minimum 1692 mailings.	\$0.45 per stamp for 1692 mailings	\$761.40
Total Operations			\$10,711.40
Grand Total			\$86,056.40

APPENDIX E

PERFORMANCE/OUTCOMES PLAN

ORGANIZATION _____ FROM ____/____/____ TO ____/____/____

ACTIVITIES <i>What services the/initiative provides.</i>	STAFF RESPONSIBLE	OUTPUT <i>Service frequency, participant numbers, begin/end dates.</i>	INTERIM <i>OUTCOMES</i> FOR IMPROVING OUTCOMES FOR YOUTH INITIATIVE <i>Qualitative results from activity. What difference will the service make?</i>	EVALUATION * <i>Qualitative & Quantitative Outcome Measures</i>

* Outcome measures can include surveys, interviews, rating scales, records, case plan goal attainment, observations, statistics, etc. DWS reserves the right to change the performance/outcomes plan formatting at any time during the funding period.

INSTRUCTIONS FOR COMPLETING PERFORMANCE/OUTCOMES FORM

Applicants should use the Performance/Outcomes Plan to clearly state its expected performance/outcomes and the measures of performance it will use to determine progress in meeting these stated outcomes throughout the course of the program. Proposed outcomes and performance measures are expected to be realistic (for example, an applicant should not propose to “end poverty” or “eliminate illiteracy” as a proposed outcome) and measurable. It is recommended that each program develop a pre and post participation assessment that can be used to determine the increase in participants’ knowledge and skills.

Performance measures must cover the entire program period. A separate performance/outcomes form must be submitted for each entire quarter for a total of four quarters.

Performance Measurement is a system for measuring the **results** of public programs.

Why Performance Measurement?

No longer are Arkansas legislators satisfied with the use of public funds and getting back reports of numbers served and program activities. Performance measurement enables legislators, funding sources, and communities to know what impact the dollars have had i.e. ***what effect or change has resulted from dollars invested and how a person’s life or community has been changed.***

Performance measurement starts with “the end in mind” (e.g. what do you want to occur as a result of your service?)

Performance measurement consists of:

High level outcomes: Desired results in social health or well-being. High level outcomes reflect the longer-term, global effects the program is intended to achieve (e.g. to reduce child abuse and neglect.).

Activities: List the key activities/initiatives proposed to achieve the goal(s) and objective(s) of the proposed program.

Staff Responsible: Indicate the staff or organizations responsible for carrying out each activity/initiative.

Output: An output is a process measure which describes the conditions under which measurements will be made. This may refer to the timeframe and/or implementation of an activity/initiative, frequency, number of participants, etc. Process measures are *activity focused and contribute to interim outcomes. They do not reflect qualitative outcomes* (e.g. the number of youth participating in the outlined programs).

Outcomes: Interim improvements in participant's or community progress towards a high level outcome. Interim outcomes reflect a more immediate or direct effects a program is intended to achieve. Outcomes typically address changes in participant performance/behavior that occur as a result of specific activities. They may include, but are not limited to a change or benefit in behavior, knowledge, skills, attitude, values, or condition.

Outcome Measures: Documents the condition of clients after a service has been provided (e.g. increased skills, modified behavior, improved condition). Outcome measures address *qualitative outcomes*.

Outcome measures can include research based instruments with demonstrated reliability and validity, statistics, interviews, observations, rating scales, surveys, focus groups, records, goal attainment, etc.

Performance measurement enables program directors and communities to measure program effectiveness and *demonstrate both quantitative and qualitative* results that contribute to a higher level social outcome.

Example:

Strategy	Agency "x" will provide job skills classes to high school youth.
↓	
Staff Responsible	John Doe
↓	
Output	6 weeks, 2 hour sessions for 10-12 participants, during the period of 07/01/2016 - 06/30/2017.
↓	
Interim Outcome	Students will learn on the job coping skills and practice interview skills.
↓	
Outcome Measure	80% of students completing course will use their job coping skills and interview skills to obtain and/or retain an afterschool job.

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the ADWS on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. ADWS has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of ADWS. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize ADWS to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

21. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, national origin, gender identity, reprisal, and where applicable political beliefs, marital status, familial or parental status, and sexual orientation; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

29. LEGAL CONSIDERATION: The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Pulaski County, Arkansas.

30. TERM OF THE CONTRACT: The contract period will begin upon signature after approval by the legislature and the Department of Finance and Administration. The term is predefined as beginning on November 1 and ending with the Final Programmatic and Financial Reports.

31. TERMINATION OF CONTRACT, PROCEDURE FOR TERMINATION, TERMINATION CLAIMS: ADWS or the selected organization may terminate the contract for a variety of reasons utilizing the procedure for termination. Also, the selected organization will have the opportunity to submit a termination claim to the Contract Administrator that will include the costs to be paid to the contractor for work performed.

The required terms and conditions can be provided by contacting the Contract Administrator.

32. CONTRACTOR: It is expressly agreed that the Contractor, officers and employees of the Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the Contractor or any subcontractor and the State of Arkansas.

33. DISPUTES: In the event of any dispute concerning any performance by ADWS under the contract, the contractor shall notify the ADWS Director in writing.

34. CONFIDENTIALITY OF INFORMATION: The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligation and securing of its rights hereunder.

35. 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.

36. INSPECTION OF WORK PERFORMED: The State of Arkansas, the Arkansas Department of Workforce Services, or their authorized representatives shall, at all times, have the right to enter the contractor's work areas to inspect, monitor or otherwise evaluate the quality, appropriateness and timeliness of the work being performed.

37. SUBCONTRACTS: The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of ADWS, enter into written subcontracts for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract. The contract will maintain the duties of performance associated with the contract. The contractor must notify the Contract Administrator immediately regarding a claim that is filed by a subcontractor against the contractor.

38. INDEMNIFICATION: The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from a variety of claims that may result from the performance of this contract by the selected organization.

39. ASSIGNMENT: The contractor shall not assign the contract in whole or in part or any payment arising without prior written consent of ADWS.

40. FEDERAL DISCRIMINATION LAWS: The contractor will comply with all applicable provisions of the following federal regulations both in service delivery to clients and in employment as stated in the Code of Federal Regulations including the following: 45 CFR Part 96, 45 CFR Part 80, 45 CFR Part 84, 45 CFR Part 90, 41 CFR Parts 60-741 and 28 CFR Part 35.

41. EMPLOYMENT PRACTICES: The contractor shall not discriminate against any employee, applicant for employment, or subcontractor as prohibited by law. In addition, the contractor shall be responsible for insuring that all subcontractors comply with all federal and state laws and regulations related to discrimination.

Upon final a final determination, by a court or administrative body having proper jurisdiction, that the contractor has violated state or federal laws and regulations, ADWS may impose a range of appropriate remedies, up to and including termination of the contract.

42. 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 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. This certification shall be included as an attachment to the contract, if applicable.

If the contractor has paid or will pay for lobbying using funds other than appropriated federal funds, the standard disclosure of Lobbying Activities form shall be completed and included as an attachment to the contract.

43. CERTIFICATION REGARDING DEBARMENT: The contractor, as a lower tier recipient of \$25,000 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 CFR Part 76, certifies to the best of its knowledge and belief that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or 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 Transaction" without modification in all lower tier covered transaction.

44. WAIVER: The contract and any section included in the contract can only be waived by written agreement of both parties.

45. STATE PROPERTY: The contractor shall be responsible for the proper custody and care of any State-owned property furnished or acquired for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage. Vandalism, acts of God or normal wear and tear are exempt.

46. CONTRACT VARIATION: If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State 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.

47. **ATTORNEY'S FEES:** In the event that either deems if necessary to take legal action to enforce any provision of the contract, and ADWS 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.

48. **LIABILITY:** In the event of non-performance of 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 ADWS in full for all penalties, sanctions and disallowances assessed against the State of Arkansas.

49. **RECORD RETENTION:** In accordance with federal regulation, the contractor agrees to retain all pertinent records for (3) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving issues arising out of the action are resolved or until the end of the (3) year period, whichever is later.

50. **ACCESS TO CONTRACTOR'S RECORDS:** The contractor consents to the required access to pertinent records. This access will be granted upon request, to 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 are directly pertinent 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 pertinent records of subcontractors.

51. **OWNERSHIP OF DOCUMENTATION:** All documents and deliverables prepared by the contractor and accepted by ADWS shall become the property of ADWS and shall not be used for any other purpose by the contractor without ADWS's specific written consent.

52. **USE AND OWNERSHIP OF SOFTWARE AND HARDWARE:** The contractor will have access to all software ADWS 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.

Any software or evaluation models developed by the contractor in the performance of the services under this contract shall become the property of the State of Arkansas at no additional cost.

Any hardware purchased with funding from this contract shall be the property of the Arkansas Department of Workforce Services and the State of Arkansas.

53. **CONTRACTOR DISCLOSURE:** The contractor is required to sign a disclosure form regarding the individual or the organization having officers who are members of the General Assembly, a constitutional officer, state board or commission member, state employee, or the spouse or immediate family member of any of the above.

I _____, do hereby certify that I have fully reviewed and acknowledge the above General Terms and Conditions and understand that I must fully comply with them prior to entering into any agreement with the State of Arkansas and understand that continuation of funding under any awarded contract will be contingent upon these and additional conditions.

Signature

Date

AUTHORIZATION of SIGNATURE

TO: Arkansas Department of Workforce Services
 ATTN: TANF Contracts Unit - RFP
 #2 Capitol Mall
 Little Rock, AR 72201

FROM:

(1)Signature

Date

Typed Name

Title

Typed Organization/Agency Name

Typed Address (Number/Street/City/State/Zip Code +4)

I certify that the person(s) whose signature(s) appear below is a (are) representative(s) of the above named organization, and is (are) authorized to sign contract modifications, financial documents, reports, and other official documents required for programs funded under the Community Initiatives Investment – Improving Outcomes for Youth.

Authorized Signature(s)

(2) Typed Name

(3) Typed Name

The above signature(s) shall not be honored unless countersigned by the following:

(4) Typed Name

and/or

(5) Typed Name

Signature

Signature

These signatures shall be valid from _____ to _____

APPENDIX I

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

☐ Goods?

☐ Services?

☐ Both?

TAXPAYER ID NAME:

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F o r I n d i v i d u a l s *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? (i.e. Jane O. Public, spouse, John O. Public, Jr., child, etc.)	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

F o r a n E n t i t y (B u s i n e s s) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/Y	To MM/Y	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a 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 any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.101551

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____ Title_____ Date_____

Vendor Contact Person_____ Title_____ Phone No._____

Agency use only

Agency Number_____	Agency Name_____	Agency Contact Person_____	Contact Phone No._____	Contract or Grant No._____
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