



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-2017-1R	Solicitation Issued:	
Description:	TANF–Community Investment Initiative–Improving Outcomes for Youth		
Agency:	Arkansas Department of Workforce Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	02/09/2017	Bid Opening Time:	3:00 p.m., Central Time
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.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Workforce Services Procurement Division Two Capitol Mall, Room B37 Little Rock, AR 72201-1013 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.
Proposal's Outer Packaging:	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. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

ARKANSAS DEPARTMENT OF WORKFORCE SERVICES CONTACT INFORMATION			
ADWS Buyer:	Nancy Morris	Buyer's Direct Phone Number:	501.683.5372
Email Address:	nancy.morris@arkansas.gov		
ADWS Website:	http://dws.arkansas.gov/		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The purpose of this RFP is to enter into contract with an organization located in the State of Arkansas who can provide youth services that address Temporary Assistance to Needy Families (TANF) goals for the majority of Arkansas counties.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is 5/1/2017. Upon mutual agreement by the vendor and agency, the contract may be renewed by ADWS on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

ADWS, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 ANTICIPATED TIMETABLE

The following deadlines and activities are scheduled for completion under this RFP. The State of Arkansas reserves the right to change, alter or modify these dates, and will post any updates to the OSP website. Applicants are responsible for obtaining this information by frequently checking for updates on OSP website.

ACTIVITY	DATE
Request for Proposal (RFP) Issued	1/11/2017
Deadline to Submit Written Questions	1/25/2017
Deadline for Proposal Submission	2/09/2017
Proposal Opening	2/09/2017
Anticipation to Award Notice	2/23/2017
Program Funding Period	5/01/2017

1.5 BID OPENING LOCATION

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

Arkansas Department of Workforce Services
Two Capitol Mall, Conference Room 137
Little Rock, AR 72201-1013

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 DEFINITION OF TERMS

- A. The ADWS Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

- B. The words “bidder” and “vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

1.8 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be received on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed Proposed Subcontractors Form. (If Applicable)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as “Pricing”. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*.
 - a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. One (1) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If ADWS requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

2. One (1) redacted (marked REDACTED) copy of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*. (Technical Proposal Packet)
 - Proposal Narrative (not to exceed 15 double spaced one-sided pages)
 - Yearly and Quarterly Budget and Budget Narrative (Sealed in separate envelope & marked "PRICE"). (Appendix D)
 - Quarterly Performance/Outcomes Plans (Appendix B)
 - Quarterly Performance Indicator Targets
 - Proof of Non-Profit Status
 - All Agreement and Compliance Pages (Technical Proposal Packet)
 - Proposed Subcontractors Form (If Applicable)
 - E.O. 98-04 – *Contract Grant and Disclosure Form*. (Appendix C)
 - *Equal Opportunity Policy*.
 - *W-9 Taxpayer Identification Form*
<http://www.dfa.arkansas.gov/offices/procurement/Documents/vendorMaintenance.pdf>
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 4:00 p.m., Central Time on or before 1/25/2017 to the ADWS buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by ADWS. ADWS's consolidated written response is anticipated to be posted to the OSP website by the close of business on 1/27/2017.
- B. Vendors may contact the ADWS buyer with non-substantive questions at any time prior to the bid opening.
- C. No oral statement by ADWS is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by ADWS.

1.11 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
 1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.

- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 **SUBCONTRACTORS**

- A. Vendor must complete, sign and submit the Proposed Subcontractors Form included in the Technical Proposal Packet to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this Bid Solicitation or in the Information to the Proposed Subcontractors Form.

1.14 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.15 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.16 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.17 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.18 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through ADWS.
- B. Vendor **must not** alter any language in any solicitation document provided by the ADWS.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. ADWS **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by ADWS.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.19 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by ADWS.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.20 **AWARD PROCESS**

- A. Successful Vendor Selection
The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. ADWS may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Negotiations
 - 1. If the ADWS so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendors. All negotiations **shall** be conducted at the sole discretion of ADWS. ADWS **shall** solely determine the items to be negotiated.
 - 2. If negotiations fail to result in a contract, ADWS may begin the negotiation process with the next highest ranking vendor. The negotiation process may be repeated until the anticipated successful vendor has been determined, or until such time ADWS decides not to move forward with an award.
- C. Anticipation to Award

1. Once the anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. ADWS **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
2. ADWS Procurement Official will be responsible for award and administration of any resulting contract.

1.21 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

• African American	• Pacific Islander American
• American Indian	• Service Disabled Veterans as designated
• Asian American	by the United States Department of
• Hispanic American	Veteran Affairs
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.22 EQUAL OPPORTUNITY POLICY

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

1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. 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 that they do not employ or contract with illegal immigrants.
- B. ADWS will notify the selected vendor prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor at that time.

1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b) (1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.25 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without ADWS's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

1.26 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

SECTION 2 – MINIMUM REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

The Community Investment Initiative – Improving Outcomes for Youth is designed to stimulate a state response with new strategies and approaches to assist low-income families through services and support to parents, children, and families.

The purpose of this RFP is to enter into contract with an organization located in the State of Arkansas to procure direct services which are innovative and creative as a demonstration project addressing TANF goals as outlined below:

- 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

The initiative may fund programs for the following purpose:

(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

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 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 **must** be able to provide a detailed description in their proposal of how their service concept will meet services for youth in the majority of Arkansas' seventy-five (75) counties. The services for youth must meet or exceed all requirements.

2.2 VENDOR QUALIFICATIONS

- A. The vendor **shall** have performed at least a minimum of three (3) services for youth statewide in the last five (5) years.
- B. The vendor **must** have previous experience administering services statewide to the youth of Arkansas.

2.3 PROPOSAL REQUIREMENTS

To be considered, applicants must include as part of their proposal all of the provisions of this RFP. Each respondent is encouraged to review the Evaluation Criteria included in the Technical Proposal Packet to ensure that all criteria are addressed in the proposal.

2.4 APPLICATION REQUIREMENTS

- A. Application Format: Submit application materials on 8.5 x 11 inch paper only. Do not use colored, oversized or folded materials. Please do not include organizational brochures or other promotional materials, slides, films, clips, etc. **No staples or spiral bindings.** Proposals should be prepared using double spaced, single-sided pages with 12 point text font size and one-inch margins. Number all application pages sequentially throughout the package, beginning with the summary of the proposed program as page number one. All submitted documents are to be typed except for authorized signature.

2.5 APPLICATION REVIEW INFORMATION

- A. Selection Criteria: An Evaluation Review Committee will be selected to review and evaluate applicant proposals using the following criteria:
1. Program Need – Clearly identify the State's need for the proposed statewide program and targeted population of TANF participants and low-income families you intend to provide services through this financial assistance.
 2. Organizational Experience and Capacity – Describe your experience in delivering social service programs and working with poor and vulnerable populations in the State. Explain your capacity to plan and implement a sound program statewide with adequate staffing, partnerships, training and technical assistance.
 3. Program Design – Outline significance, innovation, and beneficial impact of the program to address the need or problem described in the aforementioned section. Present an action plan that will demonstrate a new approach more promising than existing or alternative methods toward achieving self-sufficiency for the selected target population statewide, including verification of collaborative commitment on the part of outside organizations that enhances service provision.
 4. 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 statewide. In addition to the completion of the program specific performance/outcomes plan, 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
 5. Monitoring and Evaluation – Describe how your agency will evaluate the success of the program statewide and how often the evaluation will take place.
 6. Yearly and Quarterly Budget and Budget Narrative – Explain how the requested funding amount reflects the program need, goals, and design to accomplish the proposed program statewide. Should be (3) separate documents. Each budget must illustrate the exact formula used to derive each dollar amount listed. Budget narrative must be a detailed description of each line item. Must state how the line item will be used and what purchases will be included in each individual line item. See (Appendix A) for clarification on acceptable administrative and non-administrative cost.

2.6 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided statewide. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. ADWS may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. ADWS **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should ADWS determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.

- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. ADWS **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, ADWS **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

Table 1: PERFORMANCE STANDARD

CRITERIA	STANDARD	DAMAGES
Timely Deliverables	Submit all reports by dates specified by ADWS	Failure to submit reports on time may result in below standard VPR rating and be cause for non-renewal of contract.
Meeting Attendance	Attend all meetings as required by ADWS, either in person or via conference call	Failure to attend required meetings may result in below standard VPR rating and be cause for non-renewal of contract.
Accuracy	Only submit reports and consults that are complete and 100% accurate.	Failure to submit complete and accurate reports may result in below standard VPR rating and be cause for non-renewal of contract.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. ADWS will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

Each proposal should be prepared simply and economically, providing 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.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY VENDORS MUST BE MARKED AS SUCH AND SUBMITTED IN A SEPARATE ENVELOPE.

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

- B. Proposals that meet the requirements of this RFP will be rated against the criteria listed below. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
Program Need	10	11%	109
Experience and Capacity	20	21%	209
Program Design	30	37%	368
Performance/Outcomes Plan	25	26%	259
Monitoring and Evaluation	10	11%	109
Technical Score Subtotal	95		
Technical Score Total		100.0%	995

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. 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

E. Vendor's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

F. Technical Proposals that do not receive a minimum weighted score/subtotal of 498 may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

3.2 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest grand total as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)

B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*)

	Maximum Points Possible
Technical Proposal	995
Cost	5
Maximum Possible Grand Total Score	1,000

3.4 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

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

Arkansas Department of Workforce Services
TANF Division, Contract Unit
P.O. Box 2981
Little Rock, AR 72203-2981

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

4.2 GENERAL INFORMATION

- A. ADWS **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by ADWS Procurement Official upon a 30 day written notice to vendor/lessor in the event funds are not appropriated.
- B. ADWS **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. ADWS **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. ADWS **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving ADWS **must** take place in Pulaski County, Arkansas.
- F. ADWS **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. ADWS **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by an ADWS Procurement Official.

- J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless ADWS and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The awardee **shall** be required to furnish ADWS with program and financial progress reports and periodic documents in such form as listed below:
- Quarterly Performance Reports – Awardee **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, project success stories, promising approaches, and performance outcomes achieved.
 - Monthly Financial Report – A Financial Status Report (Standard ADWS Form) **must** be submitted 15 days after the end of each month to account for all expenditures to conduct the statewide program.
 - Monthly Equipment Report – Awardee **must** submit a tag number request form (Standard ADWS Form) to ADWS with 15 days after the end of each month to account for all equipment purchased to conduct the statewide 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 contractor to ADWS at the end of the program period.
 - Final Programmatic and Financial Reports – Awardee **must** submit a closeout report (Standard ADWS Form) to ADWS 15 days after the close of the project period. Includes a comprehensive evaluation of the effectiveness of the statewide program, whether the anticipated outcomes were achieved, and any problems encountered and lessons learned.

4.4 **STATEMENT OF LIABILITY**

- A. ADWS will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. ADWS **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to ADWS **shall** be limited to the value of the Contract or \$500,000.00 whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and ADWS **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against ADWS, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and ADWS **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

Should ADWS and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of ADWS **shall** be final and controlling.

4.8 CANCELLATION

- A. In the event ADWS no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. ADWS **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, ADWS **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both ADWS and the vendor **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.

SECTION 5 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Proposal Packets **must** be submitted to ADWS Office of Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** 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. **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.
7. **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.
8. **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.
9. **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.
10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. ADWS **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **RECORDS RETENTION:** In accordance with federal regulation, the contractor agrees to retain all pertinent 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 pertinent 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.
15. **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.

16. **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.
17. **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 *Bid Solicitation*, (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.
18. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by ADWS. Vendor **shall** properly identify items being returned.
19. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
20. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
21. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
22. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
23. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
24. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
25. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
26. **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.