

State of Arkansas

REQUEST FOR PROPOSALS

TANF Funds for

Improving Outcomes for Youth

* Closing Date: Tuesday, July 21, 2015 at 3:00 pm

Applications one (1) original, five (5) copies with original signatures, and an electronic copy on compact disk) must be received by 3:00 p.m. on Tuesday, July 21, 2015 to Arkansas Department of Workforce Services, 1501 South Main Street, Little Rock, AR 72202. Applications not received by this date and time will not be considered.

ARKANSAS DEPARTMENT OF WORKFORCE SERVICES

1501 South Main Street • Little Rock, AR • 72202

(501) 683-1786 • Fax (501) 683-4423

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OVERVIEW

Department of Workforce Services (DWS) announces the availability of **Federal Temporary Assistance to Needy Families (TANF) funds to be awarded in the form of Professional Consultant Services Contracts (PCSC)** for the delivery of services to accomplish 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.

DWS is responsible for administering the TANF Program that transitions individuals from reliance upon public assistance to self-sufficiency. DWS invites your application for this Community Investment Initiative through a competitive selection process of Request for Proposals (RFP) utilizing the Federal TANF Block Grant as its source of funding.

Arkansas Act 1705 of 2005 created the Community Investment Initiative. 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.

Improving Outcomes for Youth is designed to stimulate a community response with new strategies and approaches to assist low-income families through services and support to parents, children, and families.

The Purpose of this Request for Proposal 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 demonstration program addressing TANF goals as outlined in this RFP.

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

Eligibility for Services: This RFP is not restricted to families who currently receive, or have ever received welfare cash assistance. Applicants are encouraged to consider strategies aimed at serving a broader population base. For purposes 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.* Applicants are

encouraged to think beyond the typical “welfare” services and think beyond typical “welfare recipients” when designing a service delivery model.

Applicants 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 (2015) base poverty threshold can be found at <http://www.aspe.hhs.gov/poverty/index.shtml>.

Funding Amount: DWS expects to award funding competitively to organizations which meet the funding purposes listed above. The maximum funding available for this funding purposes will not exceed \$250,000.00. Efforts will be made to maximize the geographical area of service provision by considering the regions covered by proposals. Organizations submitting proposals must view this as a one-time funding opportunity for the above-mentioned purposes.

Funding Period: The program funded period will be September 1, 2015 to June 30, 2016.

Applicants with a capacity to provide a wide spectrum of youth services to a complete Arkansas county or multiple complete counties are strongly preferred.

Eligible Applicants: 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, are eligible to apply. Otherwise eligible applicants 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 this RFP.

Disallowable Services: Because the intent of this initiative is to use federal TANF funds for the targeted purposes stated above, proposals which seek to provide these following services shall not be considered for funding, even if otherwise consistent with stated goals and service priorities:

- 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—either direct or indirect—such as housing, cash or cash stipends and food.
- Medical services other than pregnancy prevention.

I. GENERAL INFORMATION

A. Issuing Office:

Department of Workforce Services is the sole point of contact in the State of Arkansas for the selection process. Vendor questions regarding RFP related matters should be addressed to the Issuing Officer as indicated below:

Phone Number:
Fax Number:
Email Address:

Ida Emerson
DWS Program Manager
501-683-1786
501-683-4423
ADWS.TANF.Contract.Unit@arkansas.gov

B. Minority Business Policy: Minority participation is encouraged in this and all other procurements by state agencies. “Minority” is defined by Arkansas Code Annotated § 1-2-503 as “black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander”. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

C. Contingent Fee Prohibition: 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 established commercial selling agencies maintained by the contractor for the purpose of securing business.

D. Anticipated Procurement 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 DWS website (<http://www.dws.arkansas.gov>). Applicants are responsible for obtaining this information by frequently checking for updates on the DWS website.

<u>Activity</u>	<u>Date</u>
1. Request for Proposal (RFP) Issued	June 22, 2015
2. Information Meeting	June 30, 2015
3. Deadline to Submit Written Questions	June 25, 2015
4. Deadline for Proposal Submissions	July 21, 2015
5. Proposal Opening	July 23, 2015
6. Anticipation to Award Notices	July 29, 2015
7. Program Funding Period	September 1, 2015 – June 30, 2016

E. Submission Deadline: A complete RFP application package must be received by **Tuesday, July 21, 2015 at 3:00 p.m.** by mail or hand-delivered to the designated address provided below. Applications not received by this time will not be considered for funding under this RFP. E-mailed or Faxed applications will not be considered.

Submission by Mail: An applicant must provide an original application with all attachments, signed by an authorized representative, five (5) copies (with original signatures), and an electronic copy on compact disk. The application must be received at the address below by Tuesday, July 21, 2015 at 3:00 p.m. It is the sole responsibility of the applicant to ensure that mailed applications arrive on or before the stated deadline. Applications should be mailed to:

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

Hand Delivery: An applicant must provide an original application with all attachments signed by an authorized representative, five (5) copies (with original signatures), and an electronic copy on compact disk. The application must be received at the address below on or before Tuesday, July 21, 2015 at 3:00 p.m. Applications that are hand delivered will be accepted between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday until 3:00 p.m. on Tuesday, July 21, 2015. Applications should be delivered to:

Arkansas Department of Workforce Services
Attn: TANF Contracts Unit- RFP
1501 South Main Street
Little Rock, Arkansas 72202

F. Information Session: All prospective applicants are encouraged to attend the Information Session scheduled for Tuesday, June 30, 2015 at 10:00 am. This session is designed to provide potential applicants an opportunity to clarify questions regarding the proposal requirements. Participation in the session is not required and does not impact applicant proposal scoring. The date, time, and location are as follows:

- Department of Workforce Services
Little Rock Workforce Center
5401 South University Avenue – Room 160
Little Rock, Arkansas
Tuesday, June 30, 2015, 10:00 am

G. Submission of Questions: All questions regarding the Community Investment Initiative-Improving Outcomes for Youth must be submitted in writing to DWS by 10:00am, Tuesday, June 30, 2015. Applicants must submit questions and requests for clarification by mail or fax to Ida Emerson at the address or fax listed on page 5, or e-mail at ADWS.Contract.Unit@arkansas.gov. All responses to received questions will be posted on the DWS website within three (3) working days after the deadline to submit written questions.

H. For Further Information: The complete application package, guidelines and other relevant material are available on the DWS website at: <http://www.dws.arkansas.gov> under “TANF Funding Opportunities” or call DWS at (501) 683-1786 to receive assistance in obtaining a copy.

II. PROSPAL REQUIREMENTS

To be considered, applicants must include as part of their proposals all of the provisions of this RFP. Each respondent is encouraged to review the Evaluation Criteria on pages 18-19 to ensure that all criteria are addressed in the proposal.

III. APPLICATION REQUIREMENTS

A. Applications: To be considered to receive funds for the Community Investment Initiative – Improving the Outcomes for Youth, you must submit an application with all the required components. Applications will be considered responsive and eligible for award competition when the following components are included in this order:

1. Cover page (Appendix B)
2. Proposal Narrative (not to exceed 15 double spaced one-sided pages)
3. Yearly and Quarterly Budget and Budget Narrative
4. Quarterly Performance/Outcomes Plans (Appendix H)
5. Quarterly Performance Indicator Targets
6. Proof of Non-Profit Status, if applicable
7. W-9 Taxpayer Identification Form (Appendix G)
8. General Terms and Conditions (Appendix D)
9. Authorization of Signature (Appendix E)
10. Equal Employment Opportunity Statement
11. Disclosure Form (Appendix I)

Applicants whose application packages do not contain these required components will not be considered for funding. In addition, application packets that do not include the (1) original, (5) copies (with original signatures), and an electronic copy on compact disk/flashdrive of the proposal will not be considered for this funding opportunity.

B. Application Format: Submit application materials on white 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.

IV. APPLICATION REVIEW INFORMATION

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

1. ***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.
2. ***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.

3. **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.
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. In addition to the completion of the program specific performance/ outcomes plan (appendix H), applicants must provide quarterly targets for the following performance indicators:
 1. Number of Applications Received
 2. Number of Applications Approved
 3. Number of Youth served
 4. Number of Families served
 5. Type and Number of activities to be held
 6. Number of expected participants for each proposed activity
5. **Monitoring and Evaluation**– Describe how your agency will evaluate the success of the program 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. These should be three (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.

B. Review and Selection Process: Proposals that meet the requirements of this RFP will be rated against the criteria listed above. An independent panel will review qualified proposals and make its award recommendations to DWS for final approval; however, DWS reserves the right to make final award decisions to ensure an equitable distribution of the requested programs in the targeted counties.

V. AWARD ADMINISTRATION INFORMATION

A. Award Announcement: The successful applicants will be notified through the issuance of a notice of intended contract award. The contract award and signing will be contingent upon DWS receiving approvals from the Department of Finance and Administration, the Legislative Review Committee and Legislative Council of the Arkansas General Assembly.

B. 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 fourteen (14) calendar days after the date of the notice of intended contract award. The DWS-Assistant Director for TANF Division is as follows:

Phil Harris, Assistant Director
TANF Division
Arkansas Department of Workforce Services
P. O. Box 2981
Little Rock, AR 72203

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

Organizations whose applications will not be funded will be notified in writing.

B. Reporting Requirements: The awardee is required to furnish DWS with program and financial progress reports and periodic documents in such form as listed below:

- **Quarterly Performance Reports** - Awardees must submit a quarterly progress report (Standard DWS Form) to DWS within 15 days after the end of each quarter. A detailed account of activities, program success stories, promising approaches, and performance outcomes achieved.
- **Monthly Financial Report** – A Financial Status Report (Standard DWS Form) is required to be submitted 15 days after the end of each month to account for all expenditures to conduct the program.
- **Monthly Equipment Report** – Awardees must submit a tag number request form (Standard DWS Form) to DWS within 15 days after the end of each month to account for all equipment purchased to conduct the program. DWS will issue TANF Property tags to be placed on all purchased equipment valuing \$250 or more. All equipment purchased under this funding opportunity will remain the property of DWS and must be surrendered by the contractor to DWS at the end of the program period.
- **Final Programmatic and Financial Reports** – Awardees are required to submit a closeout report (Standard DWS Form) to DWS 45 days after the close of the program period. Includes a comprehensive evaluation of the effectiveness of the program, whether the anticipated outcomes were achieved, and any problems encountered and lessons learned.

C. Payment Terms: In consideration of the contract agreement provisions and RFP requirements, the state agrees to pay the contractor on a monthly reimbursement basis after expenditures have occurred. The contractor must submit proof of expenditures when requesting reimbursements in the form of invoices, receipts and/or a spreadsheet outlining each

line item of the reimbursement form. Awardees 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 thirty (30) 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. Award 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.

D. Availability of Funds: Funding for these contracts is contingent upon availability and appropriation of TANF funds. Future funding in subsequent fiscal years for these contracts is contingent upon the future availability and appropriation of TANF funds and DWS approval. Demonstrated capacity to provide service delivery as well as documented performance outcomes of effective service delivery will also be taken into consideration.

APPENDIX A

APPLICATION CHECKLIST

Use this checklist to make sure your packet is complete.

All documents identified under the “Applications” section on page 7 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/USB flash drive.

NO FAXED OR EMAILED COPIES WILL BE ACCEPTED.

Checklist of Required Documents must be submitted in this order:

- Cover Page (Appendix B)**
- Proposal Narrative**
- Yearly and Quarterly Budget and Budget Narrative**
- Quarterly Performance/Outcomes Plans (Appendix H)**
- Quarterly Performance Indicator Targets**
- Proof of Non-Profit Status, if applicable**
- W-9 Taxpayer Identification and Certification (Appendix G)**
- General Terms and Conditions (Appendix D)**
- Authorization of Signature (Appendix E)**
- Equal Employment Opportunity Statement**
- Disclosure Form (Appendix I)**

The Information Session for prospective applicants responding to this proposal is scheduled for Tuesday, June 30, 2015.

DEADLINE to Submit Proposal is Tuesday, July 21, 2015 at 3:00 p.m.

APPENDIX C

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 program 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 services functions;
- ✓ Supplies, equipment, travel, postage, utilities and office space related to the performing of services functions;
- ✓ Evaluations and audits of 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**

APPENDIX D

GENERAL TERMS and CONDITIONS

The terms and conditions set out in this section are non-negotiable items. The complete terms and conditions, that the selected organization will be required to agree to, can be provided by contacting the Contract Administrator. A statement acknowledging the terms and conditions are required prior to awarding a contract.

1. Legal Considerations

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.

2. 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 July 1, 2011 and ending with the Final Programmatic and Financial Reports.

3. Termination of Contract, Procedure for Termination, Termination Claims

DWS 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 complete terms and conditions, that the selected organization will be required to agree to, can be provided by contacting the Contract Administrator.

4. 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.

5. Disputes

In the event of any dispute concerning any performance by DWS under the contract, the contractor shall notify the Arkansas Department of Workforce Services Director in writing.

6. 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.

7. 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.

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 DWS, 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. 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.

11. Assignments

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

12. 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.

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

14. 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, standard Disclosure of Lobbying Activities form shall be completed and included as an attachment to the contract.

15. 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 Transactions* without modification in all lower tier covered transactions.

16. Waiver

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

17. 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, normal wear and tear excepted.

18. 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.

19. Attorney's Fees

In the event that either deems it necessary to take legal action to enforce any provision of the contract, and DWS 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.

20. 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 DWS in full for all penalties, sanctions and disallowances assessed against the State of Arkansas.

21. Records Retention

In accordance with federal regulation, the contractor agrees to retain all pertinent records for three (3) 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 three (3) 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 three (3) year period, whichever is later.

22. 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.

23. Ownership of Documentation

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

24. Use and Ownership of Software and Hardware

The contractor will have access to all software DWS 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.

25. Contractor's 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

APPENDIX E

AUTHORIZATION of SIGNATURE

TO: Arkansas Department of Workforce Services
ATTN: TANF Contracts Unit - RFP
1501 South Main Street
Little Rock, AR 72202

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 F

Evaluation Criteria

Proposals shall be read and scored by a review panel established by the Department of Workforce Services. Proposals determined to best meet the needs of the State may be selected for funding depending on the needs of the counties proposed to be served.

APPLICANT: _____

<i>Program Need:</i>		
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		
<i>Experience and Capacity:</i>		
The applicant has described its expertise or ability to obtain expertise to ensure proposed service is relevant to meet a community need and DWS 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		
<i>Program Design:</i>		
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.		
<i>Performance/Outcomes Plan:</i>		

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 a pre and post test assessment tool to be utilized by the program.		
Applicant demonstrates a clear relationship between the performance measure and its corresponding outcome.		
Applicant provides realistic quarterly targets for each performance indicator		
<i>Monitoring and Evaluation:</i>		
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.		
<i>Budget:</i>		
The budget is reasonable and in line with program service strategy described.		
Applicant provided a budget narrative that describes each budget cost category and each cost category tabulates equal to the actual budget.		
Applicant provided a yearly and quarterly budget with detailed funding formulas.		

SAMPLE

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	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:

1. 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
2. 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
3. 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,

APPENDIX H

PERFORMANCE/OUTCOMES PLAN

(SAMPLE)

ORGANIZATION _____ **FROM** ___/___/___ **TO** ___/___/___

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

* 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.)

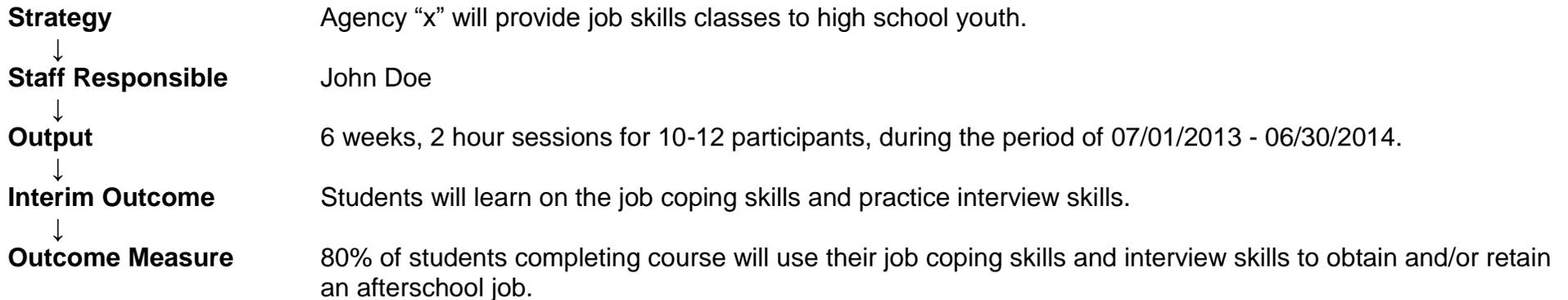
Outcomes: Interim improvements in participant's or community progress towards a high level outcome. Interim outcomes reflect a more immediate or direct effects a program is intended to achieve. Outcomes typically address changes in participant performance/behavior that occur as a result of specific activities. 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:



APPENDIX I www.dfa.arkansas.gov/offices/procurement/.../contgrantform.pdf

Contract and Grant Disclosure and Certification Form (SAMPLE)

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: Yes No **SUBCONTRACTOR NAME:** _____

TAXPAYER ID NAME: _____ **IS THIS FOR:** Goods? Services? Both?

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? <small>(i.e. Jane O. Public, spouse, John O. Public, Jr., child, etc.)</small>	
	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.

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. _____

APPENDIX J – Sample Budget/ Budget Narrative
(Vendor's must submit a yearly, quarterly budget and budget narrative for each year.)
Budget for September 1, 2015 - June 30, 2016
Agency XYZ, Inc.

	FY15 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	
<i>Total Salaries</i>	\$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	
<i>Total Fringe Benefits</i>	\$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	
<i>Total Reimbursable</i>	\$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

(SAMPLE) Budget Narrative for September 1, 2015 – June 30, 2016
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	\$14.91 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 of 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. IDA program uses 500 sq feet of space.	\$1.00 per sq foot for 500 sq feet.	\$500
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