**STATE OF ARKANSAS**

 **DEPARTMENT NAME**

Department Address

City, Arkansas Zip Code

**REQUEST FOR PROPOSAL**

SOLICITATION DOCUMENT

|  |
| --- |
| **SOLICITATION INFORMATION** |
| Solicitation Number: |  | Solicitation Issued: | Month XX, 202X |
| Description: |  |
| Agency: |  |

|  |
| --- |
| **SUBMISSION DEADLINE** |
| Proposal Opening Date: | Month XX, 202X | Proposal Opening Time: | 2:00 PM, Central Time |
| Proposal submissions for this Request for Proposal **must** be delivered to the Department Name on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings. |

|  |
| --- |
| **DELIVERY OF RESPONSE DOCUMENTS** |
| Delivery Address and RFP Opening Location | Department NameOffice NameDelivery AddressCity, Arkansas Zip CodeDelivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.** |
| Proposal’s Outer Packaging | Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.* Solicitation number
* Date and time of proposal opening
* Prospective Contractor's name and return address
 |

|  |
| --- |
| **DEPARTMENT CONTACT INFORMATION** |
| Department Buyer: |  | Buyer’s Direct Phone Number: |  |
| Email Address: |  | Department Main Number: | 501-324-9316 |
| Department Website: |  |

# SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

## INTRODUCTION

This Request for Proposal (RFP) is issued by the Department Name (“XYZ” or “Department”) for the Division/Agency to obtain pricing and a contract(s) for commodity or service.

Contract(s) will be awarded to the Prospective Contractor determined to have submitted the proposal that is the most advantageous to the State. Direct all questions, comments, or concerns regarding this solicitation to the Buyer on page one (1) of the RFP.

## LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online or attend the proposal opening.

Virtual Meeting Link:

Meeting ID:

## OBJECTIVE AND GOALS

The Department seeks to

## BACKGROUND AND CURRENT ENVIRONMENT

The Department has

## TYPE OF CONTRACT

* 1. As a result of this RFP, the Department intends to award a contract to a single Contractor.
	2. The anticipated starting date for any resulting contract is Month xx, 20xx, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
	3. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by the Department for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

## DEFINITION OF TERMS [Add specific terms, in alphabetical order, relevant to the Solicitation]

* 1. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
	2. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.
	3. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.
	4. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
	5. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
	6. “Shall” and “must” mean the imperative and are used to identify Requirements.
	7. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
	8. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

## SOLICITATION SCHEDULE

For informational purposes, the Department is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE [Dates are provided for reference]**

|  |  |
| --- | --- |
| **ACTIVITY** | **DATE** |
| RFP Release to Prospective Contractors | March 1, 2023 |
| Deadline for Prospective Contractor Questions  | March 10, 2023 @ 5 pm |
| Answers to Questions Posted to ARBuy\* | March 15, 2023 |
| Proposal Due Date | March 31, 2023 @ 2 pm |
| Initial Proposal Evaluation\* | April 4, 2023 |
| Interviews\* | April 6 – April 7, 2023 |
| Final Proposal Evaluation\* | April 7, 2023 |
| Discussions Kick Off Meeting\* | April 13, 2023 |
| Finalize Discussions\* | April 27, 2023 |
| Post Anticipation to Award\* | April 28, 2023 |
| Award Contract\* | June 1, 2023 |

## CLARIFICATION OF SOLICITATION

* 1. Submit questions requesting clarification of information contained in this Solicitation via email to the Buyer by the date and time listed in Table A.
		1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
		2. Prospective Contractors’ written questions will be consolidated and responded to by the State as deemed appropriate. The State’s consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on the date provided in Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
	2. The Prospective Contractor should notify the Buyer of any Requirements that precludes the Prospective Contractor from submitting a Responsive Proposal.
	3. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.
	4. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.
	5. Only an addendum written and authorized by the State will modify the Solicitation.

## RESPONSE DOCUMENTS

* 1. Original *Technical Proposal Packet*
		1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
		2. The following items are proposal Submission Requirements and **must** be submitted as a hardcopy part of a Prospective Contractor’s proposal response.
			1. Signed *Proposal Signature Page*; signature may be ink or digital.
			2. One (1) original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet,* which **must** be in the English language.
			3. One (1) original hardcopy of the completed *Official Solicitation Price Sheet*.
				1. Pricing **must** be proposed in U.S. dollars and cents.
				2. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit 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, and the Contractor **shall** sell to the Department quantities ordered at no more than the submitted price.

* + - * 1. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
				2. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly or **shall not** be subject to escalation.

**Include this bullet if price increase is an option**: A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.

* + - * 1. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
				2. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the submitted pricing.
			1. *Recommended Options Form*
				1. The *Recommended Options* form included in the *Technical Proposal Packet* allows Prospective Contractors to identify any recommended options or optional service ideas that may benefit the State that were not included in the Requirements and the proposed solution.
			2. Copy of Prospective Contractor’s *Equal Opportunity Policy*
				1. Pursuant to Arkansas Code Annotated § 19-11-104, the State requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor’s *Equal Opportunity (EO) Policy*.
				2. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
			3. Proposed *Subcontractors Form* (see [SRV-1](https://www.transform.ar.gov/wp-content/uploads/Services-Contract-SRV-1-Fillable-Form-V.3.6.27.22.pdf), section 14)
		1. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor’s proposal:
			1. *EO 98-04: Contract and Grant Disclosure Form* (see [SRV-1](https://www.transform.ar.gov/wp-content/uploads/Services-Contract-SRV-1-Fillable-Form-V.3.6.27.22.pdf), section 11)
			2. *Voluntary Product Accessibility Template* ([VPAT](https://www.section508.gov/sell/vpat/)), if applicable
		2. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information*.*
	1. Additional copies
		1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
			1. Three (3) complete hardcopies (marked “COPY”) of the *Technical Proposal Packet*.
			2. Four (4) electronic copies of the *Technical Proposal Packet*.
			3. One (1) electronic copy of the *Official Solicitation Price Sheet*.
			4. One (1) redacted (marked “REDACTED”) copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
		2. Electronic copies should be submitted on flash drives and in PDF format.
		3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
			1. In case of a discrepancy, the original hardcopy governs.
		4. If the Department requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
	2. Prospective Contractors should not alter language in Solicitation document(s) or *Official Solicitation Price Sheet* provided by the State.
	3. Prospective Contractor’s proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
	4. Prospective Contractors may submit multiple proposals.

# SECTION 2 – REQUIREMENTS

### PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

1. The Prospective Contractor **shall**

### GENERAL REQUIREMENTS [Create additional subsections as needed (i.e., Deliverables, Implementation, Training, Reporting)]

1. The Contractor **shall**

### PERFORMANCE STANDARDS

* 1. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
	2. The State 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.
	3. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
	4. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
	5. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
	6. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

# SECTION 3 – SELECTION

#### SELECTION PROCESS

* 1. The Buyer will review each *Technical Proposal Packet* to verify Submission Requirements have been met. *Technical Proposal Packets* that do not meet Submission Requirements will be rejected and will not be evaluated.
		1. The State may conduct cost checks based on the cost submitted by each Prospective Contractor on the completed pricing response.
			1. Prospective Contractors submitting Responsive Proposals with a proposed cost that falls twenty-five percent (25%) or more from the average submitted cost may be asked to justify their submitted cost.
			2. Should the Buyer request clarification and/or additional information regarding cost, Prospective Contractors **shall** provide clarification and/or additional information as specified by the request.
	2. A Department-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet* and the pricing submitted by the Prospective Contractor.
		1. Cost information will be provided to the members of the Evaluation Committee (Evaluators) to allow them to determine which proposal(s) is the most advantageous to the State.
		2. Evaluators will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table B: Scoring Table*.

**TABLE B: SCORING TABLE**

|  |  |
| --- | --- |
| **SCORE** | **DESCRIPTION** |
| 10 | The response provides metrics clearly establishing that the Prospective Contractor is reliable and capable of fully performing the required services. |
| 5 | The response provides metrics suggesting that the Prospective Contractor’s level of performance may be acceptable, but it does not clearly establish that the Prospective Contractor is reliable and capable of fully performing the required services. |
| 0 | The response provides metrics clearly establishing that the Prospective Contractor is unreliable and incapable of fully performing the required services. |

* + 1. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual scores. At the initial consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her score for each evaluation criteria.
		2. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
		3. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
		4. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.
	1. Prospective Contractors submitting Responsive Proposals will be contacted by the Buyer to schedule an interview.
		1. Prospective Contractors **shall** attend the interview as scheduled by the Buyer.
		2. Evaluators will complete an Individual Score Worksheet for each interview. Evaluation will be based on Prospective Contractor’s responses to questions presented during the interview Individual scoring for each interview will be based on the Scoring Descriptions in Table B.
		3. During a final consensus meeting, after all interviews are complete, Evaluators will have the opportunity to discuss the interviews and change their individual interview scores on the Consensus Scoresheet, if they feel that is appropriate.
			1. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
		4. Should the State receive only one (1) Responsive Proposal, the State may forgo the interview portion of the evaluation if the proposal has received the Maximum Weighted Score Possible for the Experience, Solution, and Risk subsections.
			1. In this scenario, the proposal would automatically receive the maximum weighted score possible for the interview subsection.
	2. Should the State request clarification and/or additional information Prospective Contractors’ responses, Prospective Contractors **shall** provide clarification and/or additional information as specified by the State.
	3. The Buyer will submit responses and pricing received from the interviewed Perspective Contractors, along with the Evaluation Committee’s recommendation to the Department for review and approval to move into Discussions.

#### TECHNICAL PROPOSAL SCORE

* 1. The *Information for Evaluation* section has been divided into subsections.
		1. Each subsection has been assigned a maximum point value of ten (10) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
		2. The Department has assigned Weighted Percentages to each subsection according to its significance.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **INFORMATION FOR EVALUATION SUBSECTIONS** | **MAXIMUM RAW POINTS POSSIBLE**  |  | **SUBSECTION’S WEIGHTED PERCENTAGE**  | **\* MAXIMUM WEIGHTED SCORE POSSIBLE** |
| Experience | 10 |  | 20% | 140 |
| Solution | 10 |  | 30% | 210 |
| Risk | 10 |  | 20% | 140 |
| Interview | 10 |  | 30% | 210 |
| **Total Technical Score**  | **40** |  | **100%** | **700** |

\*Subsection’s Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

* 1. The proposal’s weighted score for each subsection will be determined using the following formula:

|  |  |
| --- | --- |
| (A/B)\*C =D | A = Actual Raw Points received for subsection in evaluationB = Maximum Raw Points possible for subsectionC = Maximum Weighted Score possible for subsectionD = Weighted Score received for subsection |

* 1. The proposal’s weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

#### COST SCORE

* 1. When scores are applied to pricing, the maximum amount of cost points will be given to the proposal with the lowest XXXXX year grand total as shown in Table One (1) on the completed *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
	2. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

|  |  |
| --- | --- |
| (A/B)\*C =D | A = Lowest estimated costB = Second (third, fourth, etc.) lowest estimated costC = Maximum Points for lowest estimated costD = Total price points received |

#### GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The State may move forward to Discussions with the Prospective Contractor determined reasonably susceptible of being selected for award.

|  |  |
| --- | --- |
|  | **MAXIMUM POINTS POSSIBLE** |
| Technical Proposal | 700 |
| Cost  | 300 |
| **Maximum Possible Grand Total Score** | **1,000** |

#### EXPLANATION OF THE SUBSECTIONS OF THE TECHNICAL PROPOSAL

* 1. Experience
		1. The Experience subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their experience, technical capability, and understanding of the State’s specific needs.
		2. Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.
		3. Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.
	2. Solution
		1. The Solution subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve the State’s specific needs.
		2. Prospective Contractors should provide a high-level overview of the Prospective Contractor’s proposed solution and/or approach to services using the Requirements outlined in the RFP.
		3. Proposed solutions should be non-technical and include the Prospective Contractor’s recommendations for meeting the objectives and Requirements of the RFP.
		4. Additional service options and recommendations above and beyond those included in proposed solution should be included in the *Recommended Options Form*.
	3. Risk
		1. The Risk subsection included in the *Technical Proposal Packet* allows Prospective Contractors to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the Prospective Contractor’s delivery of the solution as offered in the proposal or to otherwise fail to meet the State’s desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
			1. Prospective Contractors should include sources, causes, or actions that are both within and beyond the control of the Prospective Contractors that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction to the State.
			2. Risks should be described in simple, clear, and non-technical terms.
			3. Prospective Contractor should explain how the Prospective Contractor will mitigate, manage, and/or minimize each risk listed.
				1. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the Prospective Contractor’s performance in terms of time, cost, and client satisfaction.
	4. Interview
		1. The Interview will allow Prospective Contractors to further demonstrate their experience in providing the services outlined in the RFP.
			1. Each Prospective Contractor meeting the Submission Requirements will be contacted by the Buyer to schedule an interview. Prospective Contractors **shall** attend the interview as scheduled by the Buyer.
			2. Prospective Contractors **shall** identify one (1) Project Lead at the time of interview confirmation who **shall** attend the interview as part of the evaluation process.
			3. The Evaluation Committee will interview the Prospective Contractor’s identified Project Lead using a pre-determined set of interview questions. Follow up questions may be asked based on responses given by the Project Lead.

#### DISCUSSIONS

* 1. The State will move forward into Discussions with the responsible Prospective Contractor(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
	2. Discussions may be conducted with the highest-ranking Prospective Contractor based on the Grand Total Score for each proposal or with multiple Prospective Contractors reasonably susceptible of being awarded a contract.
	3. Should the State choose to engage in Discussions with the highest-ranking Prospective Contractor, the Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
		1. Should the Department determine, through the Discussions process, that the Prospective Contractor’s solution, approach, timelines, deliverables, expectations of the State, or a combination thereof make the Prospective Contractor no longer reasonably susceptible of being awarded a contract, the Department may abandon Discussions with that Prospective Contractor through a written justification, and may proceed to additional rounds of Discussions with the next highest-ranking Prospective Contractor.
	4. Should the State choose to engage in Discussions with multiple Prospective Contractors contemporaneously, each Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
		1. Should a Prospective Contractor not provide the required documents within timeframes requested by the Buyer or choose not to engage in the Discussions process, the Prospective Contractor’s proposal will be considered withdrawn and will not be subject to further consideration in the Solicitation process.
	5. If Discussions necessitate material revisions of proposals, each responsible Prospective Contractor reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
	6. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** provide the following documents to the State:
		1. A detailed scope of work clearly identifying the Prospective Contractor’s understanding, implementation, and performance of services required in this RFP, including all activities required by the Contractor and all activities expected by the State/Participating Entities
		2. A Risk Management Plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the Risk Plan submitted in the Prospective Contractor’s *Technical Proposal Packet*
		3. A proposed financial summary, including:
			1. The completed pricing response and *Recommended Options Form* submitted in the Prospective Contractor’s *Technical Proposal Packet*
			2. A proposed payment schedule
		4. Proposed project management and reporting templates
	7. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** address questions and/or concerns the State may have to the satisfaction of the State.
	8. During Discussions, the Prospective Contractor **shall** revise the discussions documents until agreement is made and the State has provided final approval.
		1. The Prospective Contractor **shall** attend follow up Discussions meeting as determined necessary by the State. Reasonable effort will be made to accommodate scheduling conflicts.
	9. During Discussions, the Prospective Contractor **shall** present a final draft of the Discussions documents to the State, including, at minimum:
		1. A summary of all plans and scope of work developed during the discussions process and mutually agreed upon by the State and the Prospective Contractor
		2. A detailed scope of work clearly identifying the Prospective Contractor’s implementation and performance of services required in this RFP, including all provisions negotiated and agreed upon by the State and the Prospective Contractor since the Discussions Kick Off Meeting
		3. Description of deliverables in terms of simplified metrics
		4. The Risk Management Plan
		5. Project management and reporting templates
		6. Financial summary, including:
			1. The completed pricing response submitted in the Prospective Contractor’s *Technical Proposal Packet*
			2. A list of agreed upon and accepted recommended options (with impact to price)
			3. A payment schedule
			4. Contact information for the Prospective Contractor’s key personnel
	10. During Discussions, the Prospective Contractor **shall** present the final drafts of the items and **shall** summarize the coordination and planning completed during the discussion process.
	11. Once approved by the State, final drafted documents will become part of the resulting contract.
	12. The Prospective Contractor may determine which key personnel will attend the Discussions meetings.

#### ANTICIPATION TO AWARD

* 1. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting website by the date and time listed in Table A.
		1. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.
	2. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
	3. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

#### PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor’s understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

# SECTION 4 – SOLICITATON TERMS AND CONDITIONS

##### ACCEPTANCE OF REQUIREMENTS

* 1. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R8:19-11-229).
		1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
	2. A single Prospective Contractor **must** be identified as the prime contractor.
		1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
	3. By submission of a proposal, the Prospective Contractor represents and warrants:
		1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
			1. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General’s officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
		2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
	4. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
	5. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
	6. The State will not pay costs incurred in the preparation of a proposal.

##### GENERAL TERMS AND CONDITIONS

* 1. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting <https://www.ark.org/vendor/index.html> and clicking the *Start Here* button.
	2. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State’s authorized VISA Procurement Card
	(p-card).
		1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
		2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
		3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor’s designated bank account.
	3. The Contractor should be able to accept the State’s p-card as a method of payment. Price changes or additional fee(s) **must** **not** be levied against the State when accepting the p-card as a form of payment.
	4. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
		1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
		2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
	5. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall** **not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
	6. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
		1. Remain property of the State.
		2. Be kept confidential as permitted or required by law.
		3. Be used only as expressly authorized.
		4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
			1. The Contractor **shall** properly identify items being returned.
	7. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
		1. The Contractor should invoice the agency by an itemized list of charges. The Department’s purchase order number and/or the contract number should be referenced on each invoice.
		2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
		3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
	8. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a “Scrutinized Company”) and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
	9. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](https://www.transform.ar.gov/procurement/forms-and-reporting/#:~:text=Services%20Contract%20(SRV%2D1)%20Fillable%20Form)) or *Standard Commodities Contract Template* (found [here](https://www.transform.ar.gov/wp-content/uploads/2020/06/Standard-Commodities-Contract-Template-6.18.20.docx)).
		1. A Prospective Contractor’s proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
	10. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
		1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

##### GUARANTEES, SAMPLES, AND BRAND NAME REFERENCES [delete this section if solicitation is not for a commodity]

1. By submitting a proposal, the Prospective Contractor implicitly represents and warrants that goods its sells to the Department under a resulting contract **must** be merchantable.
2. Samples or demonstrators, when requested, **must** be furnished for inspection free of expense to the State.
	1. Each sample should be marked with the Prospective Contractor's name and address, proposal or contract number, and item number.
		1. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor's expense.
		2. After reasonable examination, all demonstrators will be returned at Prospective Contractor’s expense.
	2. Tests may be performed on samples or demonstrators submitted with the proposal or on samples taken from the regular shipment.
		1. If products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **must** be borne by the Prospective Contractor.
3. Unless otherwise specified in the Solicitation, a catalog brand name or manufacturer reference used in the Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired.
	1. Proposals on brands of like nature and quality will be considered.
	2. If proposing on other than referenced specifications, the proposal **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered.
		1. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material.
		2. Prospective Contractors not bidding or proposing an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

##### TECHNOLOGY ACCESS [delete this section if solicitation is not for an IT commodity or service]

1. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
2. Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
	1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
	2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
	3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
	4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
	5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
	6. Integrating into networks used to share communications among employees, program participants, and the public.
	7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
3. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency **must** provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
4. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.
5. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.
6. The proposed commodities, services, or both **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be found here. Only those standards that are fully promulgated or have been approved by the Governor’s Office apply to the solution.

##### DELIVERY: FOB DESTINATION [delete this section if solicitation is not for a commodity]

Department Name

Division Name

Delivery Street Address

City, AR Zip

* 1. The Contractor **shall** take all reasonable measures to ensure that commodities purchased **must** be delivered within thirty (30) days of the Department’s issuance of the relevant purchase order unless otherwise agreed upon in writing.
		1. The Contractor **shall** give the Department immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. **The Contractor** will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor’s reasonable control.
		2. If a delivery date specified in this RFP cannot be met, the Prospective Contractor **must** state the alternate number of days required to place the commodities in the ordering Department’s designated location.
		3. Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Department’s requested date. Extended delivery dates may be considered when in the best interest of the State.
	2. All deliveries **must** be made during normal State work hours.
	3. The Contractor **shall** pay all transportation and handling charges, unless otherwise agreed upon in writing by the Contractor and Department.
	4. The Contractor **shall** bear responsibility for loss or damage that occurs during shipping, prior to the order being received by the Department.
		1. Risk of loss of the order will pass to the Department upon Contractor’s delivery of the order conforming to the resulting pursuant to a purchase order.
		2. All orders should be properly packaged to prevent damage during shipping.
	5. The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the Department’s purchase order.
	6. Unless otherwise agreed upon in writing by the Contractor and Department, payment will be made within thirty (30) days of the date of the Contractor’s delivery of product(s) conforming to the resulting contract and receipt of the Contractor’s invoice, whichever is later.

##### INSPECTION AND ACCEPTANCE [delete this section if solicitation is not for a commodity]

* 1. The State may inspect any commodities delivered, tendered, or identified to the State as being procured under a resulting contract to determine whether they conform to the contract.
		1. The State’s right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State’s reasonable discretion, prior to acceptance of and payment for any commodities procured under a resulting contract.
		2. If the commodities are found to be conforming as the result of inspection, the State will bear the cost of inspection, if any.
		3. If any of the commodities are found to be non-conforming, the State:
			1. May elect to recover expenses of inspection, if any, from the Contractor and the Contractor **shall** bear the cost
			2. The Contractor **shall** be responsible for the cost of any retrieval, return, or disposal of the commodities. Payment for commodities does not constitute acceptance of the commodities as conforming to the contract if the State has not had a reasonable opportunity to inspect the commodities or in the event of Contractor’s fraud or concealment of defects.
	2. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
	3. The Contractor **shall** include a total satisfaction return policy for all products and **shall not** impose any liability on the State for such returns.

##### MINORITY AND WOMEN-OWNED BUSINESS

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

|  |  |
| --- | --- |
| * African American
* American Indian
* Asian American
* Hispanic American
 | * Pacific Islander American
* A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
 |

1. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
2. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor’s Certification Number should be included on the *Proposal Signature Page.*

##### PROPRIETARY INFORMATION

1. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
2. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
3. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
4. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
5. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
6. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
7. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
8. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor’s confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.