



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

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	ADWS-2019-1	Solicitation Issued:	7/30/2018
Description:	TANF–Community Investment Initiative - Fatherhood Initiative		
Agency:	Arkansas Department of Workforce Services		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	8/24/2018	Bid Opening Time:	10:00 a.m., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to ADWS.			

DELIVERY OF RESPONSE DOCUMENTS

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

ARKANSAS DEPARTMENT OF WORKFORCE SERVICES CONTACT INFORMATION

ADWS Buyer:	Nancy Morris	Buyer's Direct Phone Number:	501.683.5372
Email Address:	nancy.morris@arkansas.gov		
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE AND BACKGROUND

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

Act 1705 of 2005 created the Community Investment Initiative. The legislation authorized the Temporary Assistance for Needy Families (TANF) Oversight Board to use 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.

The Community Investment Initiative (CII) is a viable funding source as an investment to further advance our outreach efforts and commitment of embracing the faith community as a viable service provider resource, provide easier access for Faith-Based and Community-Based organizations to compete for federal/state funding, and create opportunities for social services to be delivered by Faith and Community based organizations.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is 11/1/2018.
- C. The total contract term **shall not** be more than one (1) year.

1.3 ISSUING AGENCY

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

1.4 ANTICIPATED TIMETABLE

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

ACTIVITY	DATE
Request for Proposal (RFP) Issued	7/30/2018
Deadline to Submit Written Questions	8/10/2018
Deadline for Proposal Submission	8/23/2018
Proposal Opening	8/24/2018
Anticipation to Award Notice	9/10/2018
Program Funding Period	11/01/2018 – 10/31/2019

1.5 BID OPENING DATE AND LOCATION

To be considered, proposals must be received on or prior to Thursday, August 23, 2018 at 3:00 p.m. Proposals shall be publicly opened, at location below on August 24, 2018 at 10 a.m., announced at that time and become public information under the laws of the State of Arkansas.

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

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.

- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 **DEFINITION OF TERMS**

- A. The ADWS Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "contractor" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.8 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be received on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed Proposed Subcontractors Form. (If Applicable)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #26. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

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

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

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

1. Additional Copies of the *Technical Proposal Packet*.
 - a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. One (1) electronic copy of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copy and electronic copy **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If ADWS requests additional copies of the proposal the copies must be delivered within 24 hours of request.
2. Additional Copies of the Official Bid Price Sheet.
 - a. Prospective Vendors should also submit one (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Vendors shall not include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*)

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

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

1.10 CLARIFICATION OF BID SOLICITATION

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 4:00 p.m., Central Time on or before August 10, 2018 to the ADWS buyer as shown on page one (1) of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by ADWS. ADWS's consolidated written response is anticipated to be posted to the OSP website by the close of business on August 17, 2018.
- B. Vendors may contact the ADWS buyer with non-substantive questions at any time prior to the bid opening.
- C. No oral statement by ADWS is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by ADWS.

1.11 **PROPOSAL SIGNATURE PAGE**

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

1.12 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 **SUBCONTRACTORS**

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

1.14 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Include in *Technical Proposal Packet* marked "Pricing" only, yearly and quarterly budget and budget narrative (Appendix D).
- E. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- F. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- G. All proposal pricing **must** be in United States dollars and cents.
- H. The *Official Bid Price Sheet* may be reproduced as needed.

1.15 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime vendor.
- B. The prime vendor **shall** be held responsible for the contract and **shall** be jointly and severally liable with any of its subcontractors, affiliates, or agents to ADWS for the performance thereof.

1.16 INDEPENDENT PRICE DETERMINATION

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

1.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, ADWS may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Vendors may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Vendors warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Vendor.
- J. If a redacted copy of the submission documents is not provided with Prospective Vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Vendor with respect to the disclosure of Prospective Vendor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.18 CAUTION TO PROSPECTIVE VENDORS

Only proven experience in this field of discipline will be considered.

- A. During the time between the proposal opening and contract award, the vendor will not initiate contact with the issuing office or requesting agency concerning this RFP. Specifically, the person(s) named herein will initiate all contact.
- B. Prospective Vendors are requested to respond to each numbered paragraph of the RFP stating first the paragraph number, the specification, and then the vendor's response.
- C. Original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Arkansas Department of Workforce Services. If a proposal is submitted and is discovered to contain alterations/changes to the original written or electronic documents, the vendor shall be declared as "non-responsible" and the response shall not be considered.
- D. ADWS objects to and shall not consider any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response to the proposal. In signing and submitting its proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with vendor response shall be grounds for rejecting a proposal.
- E. For a proposal to be considered it must include an official authorized to bind the vendor to a resultant contract. The official must have signed the original proposal that is submitted. (*Technical Proposal Packet*)
- F. All official documents and correspondence shall be included as part of the resultant contract.
- G. ADWS reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - 1. Failure of the vendor to submit proposal(s) on or before the deadline established by ADWS.
 - 2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - 3. Failure to provide the performance security if required.
 - 4. Failure to sign the official proposal.
 - 5. Any wording by the vendor in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
 - 6. Failure of any proposed services to meet or exceed the specifications as outlined in this RFP.

1.19 REQUIREMENT OF ADDENDUM

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

1.20 AWARD PROCESS

- A. Successful Vendor Selection
The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. ADWS may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If ADWS so chooses, it **shall** have the right to conduct negotiations with the highest ranking Prospective Vendors. All negotiations **shall** be conducted at the sole discretion of ADWS. ADWS **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, ADWS may begin the negotiation process with the next highest ranking Prospective Vendor. The negotiation process may be repeated until the anticipated successful vendor has been determined, or until such time ADWS decides not to move forward with an award.

C. Anticipation to Award

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

D. Issuance of Contract

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

1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. 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
 - Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. 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.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified the Prospective Vendor's Certification Number should be included on the *Proposal Signature Page*.

1.22 EQUAL OPPORTUNITY POLICY

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

1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Prospective Vendor **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. ADWS will notify the selected vendor prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor at that time.

1.24 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contact not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.25 PAST PERFORMANCE

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

1.26 TECHNOLOGY ACCESS

- A. 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 Prospective 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, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective 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, 2013 (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.
- C. 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.
- D. 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, 2013.
- E. 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.

1.27 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Vendor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.28 **VISA ACCEPTANCE**

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.29 **PUBLICITY**

- A. Prospective Vendors **shall not** discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement **shall** be cause for Prospective Vendor's proposal to be disqualified.

1.30 **RESERVATION**

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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

Arkansas Department of Workforce Services (ADWS) is issuing this Request for Proposal (RFP) to solicit responses from qualified and experienced vendors to enter into contracts with private or community organizations, including faith-based organizations located in the State of Arkansas to procure direct services which are innovative and creative to the Fatherhood Initiative. The intent is to award funding to an organization with demonstrated experience and the ability to implement statewide fatherhood programs serving multiple counties, targeting Temporary Assistance for Needy Families (TANF)-eligible, low income, non-custodial, unemployed, and under-employed fathers. Applicants must have experience in providing fatherhood programs within the State of Arkansas and be able to develop and implement a comprehensive approach to promoting responsible fatherhood, increasing economic stability for fathers and families, and improving healthy relationships. Organizations applying for this grant opportunity must demonstrate how they would utilize community partnerships and collaborations in meaningful activities to achieve program objectives and goals. Applicants must have experience teaching fatherhood classes and providing programming to fathers, referred to as “serving fathers” herein after.

In 2016, while the majority of children in the United States lived in families with two parents (69%), an estimated 27% of children were maintained in one-parent homes. Of children in one-parent homes, an estimated 85% were in homes maintained by the mother only. Research indicates that children raised in single-parent families are more likely than children raised in two-parent families (with both biological parents) to do poorly in school, have emotional and behavioral problems, become teenage parents, and have poverty-level incomes. When fathers are actively involved in the lives of their children, the children perform better in school, are more likely to be emotionally secure, and more likely to exhibit self-control and prosocial behavior.

The TANF Community Investment Initiative (CII), established in 2005 pursuant to Act 1705 of 2005, seeks initiatives that do the following:

- A. Build parenting skills of fathers;
- B. Provide employment-related services to low-income, non-custodial fathers;
- C. Prevent premature fatherhood;
- D. Serve fathers who are inmates or have been recently released from imprisonment;
- E. Reconcile fathers with their families; and
- F. Increase public awareness of the critical role fathers play

CII allows ADWS to spend TANF federal funds on improving the financial and emotional connections of non-custodial parents to their children meeting the following purposes of TANF:

1. To end the dependence of needy parents by promoting job preparation, work and marriage
2. To prevent and reduce out-of-wedlock pregnancies; and
3. To encourage the formation and maintenance of two-parent families

The priority target population to be served by TANF-funded programs is TANF-eligible low income fathers. Many of these men have not completed high school and lack marketable job skills. The majority of them are under-employed or unemployed and either pay or owe child support. Many do not reside with the mothers of their children and have children by multiple partners. These men often were raised in father-absent homes and therefore lack experience in what it means to be a committed, involved and responsible father. As a result, the priority target population often needs skills and services that increase economic stability, foster responsible parenting, and promote healthy relationships in their families.

ADWS seeks to award applicants that will develop and implement comprehensive approaches to promoting responsible fatherhood by helping fathers in diverse communities throughout Arkansas to succeed as providers, parents and partners.

2.2 PROGRAM REQUIREMENTS

A. Requirements

Applicants must provide a detailed description of how their service concept will meet the TANF goal to improve relationship skills among fathers and their child/children. Applicants must submit a detailed description of their

innovative and creative program plan outlining specifically how the goal will be executed within their community including short, intermediate, and long term outcomes. Successful applicants will describe effective plans to serve fathers in the target population with services designed to increase economic security, responsible parenting, and healthy relationships in vulnerable Arkansas families. Applicants must explain how they would provide services to achieve these objectives by including information on curriculum, staff training, program duration; number of fathers to be served, and by specifying measurable outcomes to be achieved.

B. Allowable Activities

To meet the TANF goals to improve relationship skills among fathers and their child/children, the following types of activities are being solicited:

- Provide services to fathers designed to increase their parenting skills
- Increase their interaction and involvement with their children
- Improve attitudes or feelings toward their children
- Improve or build healthy marriage and/or co-parenting relationships
- Increase education and employment

Applicants should state clearly the target population that their proposed service is designed to reach.

Submitted applications that do not propose a service strategy aligned with one of the above prescribed activities will not be considered for funding.

C. Eligibility

Vendors must use the federal poverty level guidelines of 150% or less when establishing eligibility for custodial and noncustodial fathers.

Public and private non-profit organizations that reside in the State of Arkansas shall be eligible to receive an award through this funding initiative. Eligible non-profit organizations defined for this announcement include the following:

- Faith-Based Organizations
- Community-Based Organizations
- Community Development Corporations/Centers

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 the RFP.

2.3 PROPOSAL FORMATING

- A. Proposals should be typed, double-spaced, and single-sided on standard 8 ½" x 11" paper. **(Please do not use a binder, folder, report cover, or any kind of binding on the proposal use clip if necessary.)**
- B. Any statement in this document that contains the word “**must**”, “**shall**”, or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the vendor to satisfy that intent will cause the proposal to be rejected. It is requested that vendors respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgment; no response will be interpreted as an affirmative response.
- C. Proposals should include letters of support (no more than two, please).
- D. With your proposals, please submit an Assurance Statement, signed by the appropriate organizational staff, indicating that the awardees will accept technical assistance from the Arkansas Department of Workforce Services and additional training as deemed necessary. Applicants must also state in writing that funds received through this award will be used solely for programming to improve marriage and relationship skills among youth and engaged and married couples – e.g., program development, organizational development and connections with the community.

2.4 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided statewide. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. ADWS may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. ADWS **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should ADWS determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. ADWS **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, ADWS **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

Table 1: PERFORMANCE STANDARD

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

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

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

Each proposal should be prepared simply and economically, providing straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators.

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

Proposals may be hand delivered or mailed to:

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

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
Program Need	10	10%	80
Experience and Capacity	20	16%	130
Program Design	30	50%	400
Performance/Outcomes Plan	25	20%	160
Monitoring and Evaluation	10	4%	30
Technical Score Subtotal	95		
Technical Score Total		100.0%	800

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

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

$$(A/B) \times C = D$$

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

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

F. Technical Proposals that do not receive a minimum weighted score/subtotal of 400 may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

3.2 COST SCORE

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

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

$$(A/B) \times (C) = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

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

	Maximum Points Possible
Technical Proposal	800
Cost	200
Maximum Possible Grand Total Score	1,000

3.4 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 VENDOR PROFILE

Supply the following information about your staff that will be administering the program:

- Name
- Title
- Telephone and fax
- Email address

Vendor shall detail the qualifications and number of staff committed to delivery of services.

Vendor shall detail how many years the organization has been in this type of business.

4.2 PAYMENT AND INVOICE PROVISIONS

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

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

Each invoice must show an itemized list of charges by type of service. Vendor will be required to certify that the funds requested are either for reimbursement and/or anticipated expenses to be incurred within the next three (3) working days. Vendor will further certify that by drawing these funds it will not have excess cash "on hand" in violation of the Cash Management Improvement Act (CMIA) agreement with the Federal Treasury. Any billings for services rendered during a particular state fiscal year which are not submitted within forty-five (45) days after the end of the state fiscal year will not be paid.

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after vendor has successfully satisfied the Agency as to the reliability and effectiveness of each service as a whole.
- C. ADWS **will not** sign any documents that include terms or conditions other than those outlined in this RFP.
- D. The successful vendor shall at all times observe and comply with Federal, State, and local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful vendor and surety shall indemnify and save harmless the Agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor.
- E. The vendor must maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.
- F. Financial and accounting records must be available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- G. Any equipment, furniture, or other assets purchased valued at \$250.00 and above is required to be labeled with TANF inventory tags that ADHE/CPI must request via the monthly equipment inventory report. Uniform Guidance (UG) (2 CFR 200.439): Equipment items with a unit acquisition cost of \$5,000.00 or more require specific prior approval from ADWS. All equipment purchased under this agreement will remain the property of ADWS. The purchased equipment will not be destroyed, replaced, discarded, traded, etc. All equipment must be returned to ADWS upon request.

4.3 GENERAL INFORMATION

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

4.4 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The awardee **shall** be required to furnish ADWS with program and financial progress reports and periodic documents in such form as listed below:
- **Quarterly Performance Reports** – Awardee **must** submit a quarterly progress report (Standard ADWS Form) to ADWS within fifteen (15) days after the end of each quarter. A detailed account of activities, project success stories, promising approaches, and performance outcomes achieved.
 - **Quarterly Financial Report** – A Financial Status Report (Standard ADWS Form) **must** be submitted fifteen (15) days after the end of each quarter to account for all expenditures occurred during the period.
 - **Final Programmatic and Financial Reports** – A final programmatic and financial report must be submitted within forty-five (45) days after the close of the contract period. The programmatic report requirements will be sent to the contractor ninety (90) days prior to the end of the contract.

4.5 STATEMENT OF LIABILITY

- A. ADWS will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software

and technical and business or operations literature. ADWS **shall** not at any time be responsible for or accept liability for any vendor-owned items.

- B. The vendor's liability for damages to ADWS **shall** be limited to the value of the Contract or \$500,000.00 whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and ADWS **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against ADWS, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.6 **RECORD RETENTION**

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

4.7 **CONFIDENTIALITY**

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

4.8 **CONTRACT INTERPRETATION**

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

4.9 **CANCELLATION**

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

4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both ADWS and the vendor **shall** be relieved of all obligations arising under such

provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. **LEGAL CONSIDERATION:** The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Pulaski County, Arkansas.
2. **TERMS 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 and ending date with the Final Programmatic and Financial Reports.
3. **TERMINATION OF CONTRACT, PROCEDURE FOR TERMINATION, TERMINATION CLAIMS:** ADWS or the selected organization may terminate the contract for a variety of reasons utilizing the procedure for termination which will be fully detailed and agreed to during the contract negotiations. 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 ADWS under the contract, the contractor shall notify the Arkansas Department of Workforce Services Director in writing.
6. **CONTRACTOR:** It is expressly agreed that the Contractor, officers, and employees of the Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the Contractor or any subcontractor and the State of Arkansas.
7. **CONFIDENTIALITY OF INFORMATION:** The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligation and securing of its rights hereunder.
8. **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.
9. **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.
10. **SUBCONTRACTS:** The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the ADWS, enter into written subcontracts for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract. The contract will maintain the duties of performance associated with the contract. The contractor must notify the Contract Administrator immediately regarding a claim that is filed by a subcontractor against the contractor.
11. **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. The complete indemnification clause will be discussed during the contract negotiation.
12. **ASSIGNMENTS:** The contractor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Board.
13. **FEDERAL DISCRIMINATION LAWS:** Comply with applicable federal and/or state laws (including but not limited to 31 United States Code (USC) 7501 through 7507, UG 2 CFR 200.501 pertaining to required audits or annual financial statements as a whole or in regard to specific program activities. Contractors and/or sub-grant recipients will also comply with the ADWS audit requirements.

Grant to the State of Arkansas, through the Division of Legislative Audit, Office of Chief Counsel, Arkansas Department of Workforce Services to request, receive and communicate with Office of Legislative Audit or other Audit firms regarding any audit concerns or findings conducted for the provision of TANF funded services under this contract.
14. **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, the Board may impose a range of appropriate remedies, up to and including termination of the contract.

- 15. 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 other than appropriated federal funds, standard Disclosure of Lobbying Activities shall be completed and included as an attachment to the contract.

- 16. 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.

- 17. WAIVER:** The contract and any section included in the contract can only be waived by written agreement of both parties.
- 18. STATE PROPERTY:** The contractor shall be responsible for the proper custody and care of any State owned property furnished 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.
- 19. 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.
- 20. ATTORNEY'S FEES:** In the event that either deems it necessary to take legal action to enforce any provision of the contract, and the Board 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.
- 21. 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 the Board in full for all penalties, sanctions and disallowance's assessed against the State of Arkansas.
- 22. RECORDS RETENTION:** In accordance with federal regulations, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontracts. In the event any audit, litigation or other action involving these pertinent records is initiated before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until end of the five (5) year period, whichever is later.
- 23. 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.

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

- 25. USE AND OWNERSHIP OF SOFTWARE AND HARDWARE:** The contractor will have access to all software the ADWS Board 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

26. 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, 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.

Signature

Date