**A close up of a logo

Description automatically generatedSTATE OF ARKANSAS**

**OFFICE OF STATE PROCUREMENT**

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

**REQUEST FOR PROPOSAL**

RFP SOLICITATION DOCUMENT

|  |  |  |  |
| --- | --- | --- | --- |
| **SOLICITATION INFORMATION** | | | |
| Solicitation Number: |  | Solicitation Issued: |  |
| Description: |  | | |
| Agency: |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **SUBMISSION DEADLINE** | | | |
| Proposal Opening Date: | date | Proposal Opening Time: | 0:00 p.m., Central Time |
| Deliver proposal submissions for this Request for Proposal to the Office of State Procurement 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 Proposal Openings. | | | |

|  |  |
| --- | --- |
| **DELIVERY OF RESPONSE DOCUMENTS** | |
| Delivery Address and RFP Opening Location: | Office of State Procurement  1509 West 7th Street, Room 300  Little Rock, AR 72201-4222  Delivery providers, USPS, UPS, and FedEx deliver mail to OSP’s street address on a schedule determined by each individual provider. These providers will deliver to OSP 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 |

|  |  |  |  |
| --- | --- | --- | --- |
| **OFFICE OF STATE PROCUREMENT CONTACT INFORMATION** | | | |
| OSP Buyer: |  | Buyer’s Direct Phone Number: |  |
| Email Address: |  | OSP’s Main Number: | 501-324-9316 |
| OSP Website: | <https://www.transform.ar.gov/procurement/> | | |

# Section 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the (AGENCY) to obtain pricing and a contract(s) for (SERVICE). The Office of State Procurement is the sole point of contact throughout this solicitation process.

* 1. **LIVE PROPOSAL OPENING**

Use the information below to view the proposal opening online.

Zoom Meeting Link:

Meeting ID:

Meeting Password:

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

* 1. **TYPE OF CONTRACT**
  2. As a result of this RFP, OSP intends to award a contract to a single Contractor.
  3. The anticipated starting date for any resulting contract is \_\_\_\_\_\_\_, except that the actual contract start date may be adjusted unilaterally by the State for up to three 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.
  4. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP 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.
  5. **SOLICITATION SCHEDULE**

1. For informational purposes, OSP 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.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| **ACTIVITY** | **DATE** |
| RFP Release to Prospective Contractors |  |
| Deadline for Prospective Contractor Questions | Date, time CST |
| Answers to Questions Posted to OSP website\* |  |
| Proposal Due Date | Date, time CST |
| Oral Presentations/Demonstrations\* |  |
| Post Anticipation to Award\* |  |
| Award Contract\* |  |

* 1. **CLARIFICATION OF RFP SOLICITATION**
  2. Submit any questions requesting clarification of information contained in this *RFP Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the OSP buyer as shown on page one (1) of this *RFP Solicitation*.
     1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
     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 OSP website by the close of business on the date provided in Section 1.4, 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.
  3. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
  4. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.
  5. An oral statement by OSP 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 OSP.
  6. **DEFINITION OF TERMS**
  7. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
  8. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this solicitation.
  9. The terms “Request for Proposal”, “RFP,” “RFP Solicitation,” and “Solicitation” are used synonymously in this document.
  10. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
  11. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
  12. “Requirement” means a specification that a Contractor’s commodity and/or service **must** meet or exceedin the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms “shall” or “must” in the requirement.
  13. “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 State Department using such a contract.
  14. **RESPONSE DOCUMENTS**
  15. Original *Technical Proposal Packet*
      1. Responses within the *Information for Evaluation* and *Exceptions* sections **must not** contain the Prospective Contractor’s name or any other identifiers, including without limitation names of staff members, projects, products, and addresses.
      2. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
      3. The following items are Proposal Submission Requirements and **must** be submitted as a hard copy in the original *Technical Proposal Packet*.
         1. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet.)*
         2. One (1) original hard copy of the proposal response which includes:
            1. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.

* + - * 1. Response to the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.

The *Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and shouldbe clearly marked as “Pricing.” A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

* + - * 1. Proposed *Subcontractors Form*.
        2. Proposed *Exceptions Form*.
    1. The following items should be submitted in the original *Technical Proposal Packet*.
       1. *EO 98-04: Contract and Grant Disclosure Form*.
       2. Copy of Prospective Contractor’s *Equal Opportunity Policy*.
       3. *Voluntary Product Accessibility Template* (VPAT), if applicable.
    2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information*.*
  1. Additional Copies and Redacted Copy of the *Technical Proposal Packet and Official Solicitation Price Sheet*

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

* + 1. Additional Copies of the *Technical Proposal Packet*
       1. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
       2. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
          1. The *Information for Evaluation* and *Exceptions Form* sub-sections should be a separate file on the flash drive or CD.
       3. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
       4. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
    2. Additional Copies of the *Official Solicitation Price Sheet*
       1. Prospective Contractor should also submit one (1) electronic copy of the *Official Solicitation Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
          1. *The Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and shouldbe clearly marked as “Pricing.” Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
    3. One (1) redacted (marked “REDACTED”) copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
  1. **ACCEPTANCE OF REQUIREMENTS**

1. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this RFP by listing them on the *Exceptions Form* (See Technical Proposal Packet), Prospective Contractor understands its submission of a proposal to represent that its proposal meets all such Requirements.
2. A Prospective Contractor’s proposal maybe rejected if a Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this RFP.
   1. **ADDITIONAL TERMS AND CONDITIONS**
3. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions located on the OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
4. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Commodities Contract or the Standard Services Contract by listing them on the *Exceptions Form* (See Technical Proposal Packet), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Commodities Contract can be viewed on the OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>. The Standard Services Contract can be viewed on the OSP website here (Agencies – Services – Forms): <https://www.transform.ar.gov/procurement/agencies/services/>.
   1. **CONVENIENCE FEE**

**DELETE LANGUAGE IF NOT A STATEWIDE CONTRACT.**

##### Convenience Fee

Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively “State”). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of a contract. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

* 1. Quarterly Reporting and Fee Remittance

Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter.
2. Purchasing entity.
3. Total of Convenience Fee amount due.
4. Such other information as the State may reasonably request.
5. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.
   1. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor’s goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

* 1. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor’s sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.

# Section 2 – SPECIFICATIONS

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

CURRENT ENVIRONMENT

OBJECTIVES AND GOALS

SCOPE OF WORK

[Enter Specifications here. Headings above may or may not be applicable to every solicitation. Use as many headings as needed. Below headings should automatically renumber.]

* 1. **PERFORMANCE STANDARDS**
  2. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards (See Attachment A).
  3. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
  4. 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.
  5. All changes made to the Performance Standards will become an official part of the contract.
  6. Performance Standards will continue throughout the aggregate term of the contract.
  7. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
  8. 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.
  9. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

# SECTION 3 – selection

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

1. **TECHNICAL PROPOSAL SCORE**
   1. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* will be rejected and will not be evaluated.
   2. An agency-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*.
      1. Members of the Evaluation Committee 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 following Scoring Description.

|  |  |  |  |
| --- | --- | --- | --- |
| Quality Rating | Quality of Response | Description | Confidence in Proposed Approach |
| 5 | Excellent | When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good. | Very High |
| 4 | Good | When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable. | High |
| 3 | Acceptable | When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality. | Moderate |
| 2 | Marginal | When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful. | Low |
| 1 | Poor | When considered in relation to the RFP evaluation factor, the proposal is inferior. | Very Low |
| 0 | Unacceptable | When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor. | No Confidence |

* + 1. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
    2. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members 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 Score Sheets and averaged to determine the group or consensus score for each proposal.
    4. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
  1. The *Information for Evaluation* section has been divided into sub-sections.
     1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. 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** |
| E.1 |  |  |  |  |
| E.2 etc. |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Technical Score** |  |  | **100%** | **700** |

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

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

|  |  |
| --- | --- |
| (A/B)\*C =D | A = Actual Raw Points received for sub-section in evaluation  B = Maximum Raw Points possible for sub-section  C = Maximum Weighted Score possible for sub-section  D = Weighted Score received for sub-section |

* 1. The proposal’s weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
  2. Technical Proposals that do not receive a minimum weighted score/subtotal of ### may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

1. **ORAL PRESENTATION/DEMONSTRATION SCORE**
   1. The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/demonstration.
   2. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the “Post-Demonstration” score sheets.
   3. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
   4. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.
2. **COST SCORE**
   1. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest XXXX year grand total as shown in Table One (1) on the *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 Total Cost

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

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

1. **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor’s proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. The State may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

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

1. **DISCUSSIONS**

Add specific information here about how discussions will take place. If discussions are not going to be used, delete the section.

1. **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.