



CITY OF LITTLE ROCK, ARKANSAS

REQUEST FOR PROPOSALS

FOR

Bid Number	496
Product or Service	Summer Academic Enrichment & Recreation Programs
Department	Community Programs

IMPORTANT DATES

Solicitation Issue Date	Wednesday, 4/17/2019		
Response Due Date	Monday, 4/29/2019	Time	10:00 AM

Pre-Bid Meeting	Friday, 4/19/2019 @ 10:00 AM Monday, 4/22/2019 @ 6:00 PM Tuesday, 4/23/2019 @ 10:30 AM City Hall HR Testing Room 500 West Markham Street Little Rock, AR 72201	Attendance	Strongly Recommended
------------------------	---	-------------------	----------------------

Proposals shall not be accepted after the designated response due date and time. It is the responsibility of vendors to submit proposals at the designated location on or before the response due date and time. Proposals received after the designated response due date and time shall be considered late and shall be returned to the vendor without further review.

Vendor agrees that any additional terms or conditions submitted by vendor that conflict with requirements in this bid solicitation, whether submitted intentionally or inadvertently, may cause the vendor's proposal to be rejected. If the City, in the City's sole discretion, determines that such a conflict applies to a material term of this solicitation, then the vendor's proposal shall be disqualified.

1. Brief Description

1.1 Background

In 1993 the City of Little Rock (City) passed a 1/2 cent City sales tax permanently designating City funds to sustain and administer Prevention, Intervention, and Treatment (PIT) funding, in addition to other major city initiatives. In 2011, the City of Little Rock Board of Directors asked Little Rock voters to approve a new 5/8 cent sales tax for operations in order to meet the increased needs of the city. In September of that year, voters overwhelmingly approved the new tax. Among those priorities identified in the package submitted to voters were youth employment programs; a job skills training; re-entry programs; and PIT programs. PIT funding is dedicated to programs that are neighborhood-based, provide youth intervention, summer recreation, afterschool/out of school activities, summer learning, employment/career opportunities, skills development and re-entry services for juveniles and young adults. Grounded in a positive youth development framework that emphasizes children and youth as assets to the community, PIT defined the way the City approached issues related to youth crime and law enforcement and how it supported Little Rock's highest need children, youth, and families.

Between February 2015 and June 2016, the Department of Community Programs (DCP), consulting partners, and a 10-person advisory committee, comprised of community leaders with expertise in topic areas covered by PIT funding, worked together to create a youth master plan. Leveraging PIT's rich history, along with the successes and lessons learned from the past 22 years, the DCP and its expert partners used community outreach, interviews with city leaders, youth data, a local environmental scan of available programs, and research on promising practices from across the country to produce a plan to meet the ever changing needs of Little Rock's children, youth, and families. *A Place to Thrive: The Master Plan for Little Rock's Children, Youth, and Families* is designed to help the City of Little Rock and its partners support those working to overcome temporary and systemic challenges to achieving success in school, work, and life. Specifically, the Master Plan serves as a guide for the DCP to work with all relevant departments, organizations, and programs in the City and the community to meet the needs of the most underserved children, youth, and families, and to increase quality and accountability in PIT.

Through full implementation of the Master Plan, Little Rock will move toward the following broad vision:

- The City and its partners will work together toward shared outcomes that support children, youth, and families.
- The City will continue to take leadership and collaborate to improve the quality of life of families and the communities in which they live.
- Underserved children and youth in the City of Little Rock will move beyond their current circumstances, will be valued, and will be prepared for their next steps in school, work, and life.

To move toward this vision, the Master Plan sets the following goals:

- Use data to identify and prioritize services that fulfill the unmet needs of Little Rock children and youth.
- Increase program quality and accountability.
- Enhance communication to and with the community about services and programs.
- Develop employability skills so that youth are prepared to work, and Little Rock has a strong

future workforce.

- Place a priority on children and youth, and integrate youth voice in decision-making.

Among the strategies and tasks to reach these goals are programs administered by the Department of Community Programs providing prevention and intervention services. According to the Youth Master Plan, prevention services reach children and young adults before they commit a crime or become involved in youth and gang violence. The Master Plan defines intervention services as those that provide deliberate outreach to higher risk children and young adults who may be exposed to criminal activities or to change current delinquent activities. These programs support public safety and quality of life goals of the City of Little Rock and meet immediate needs of City neighborhoods. The programs provide services for children and youth during the afterschool and out-of-school time as well as for other geographically, demographically, and specifically targeted populations. The complete City of Little Rock Youth Master Plan is available at <http://bit.ly/CLR-YMP>.

1.2 Project Summary

The City of Little Rock Department of Community Programs seeks to identify qualified organizations with proven expertise and evidence of success in the planning and implementation of facility-based Summer Academic Enrichment and Recreation programs for youth. Programs will provide fifty (50) percent academic enrichment and fifty (50) percent recreation activities. These services will be provided to youth ages six (6) through fifteen (15) years residing in Little Rock, Arkansas who are at high risk of engaging in negative activities and who are not enrolled in any other City-funded, after-school/out-of-school time programs.

2. **Definitions**

- 2.1. The City has made every effort to use industry-accepted terminology in this document and will attempt to further clarify any point or item in question as indicated in the Questions and Clarifications section.

2.2 Acronyms

- A. RFP – Request for Proposal
- B. PIT – Prevention, Intervention, and Treatment
- C. DCP – Department of Community Programs
- D. City – City of Little Rock
- E. 501(c)(3) – a Non-Profit Agency
- F. YMP – “Youth Master Plan;” formally entitled: *A Place to Thrive: The Master Plan for Little Rock’s Children, Youth and Families*
- G. Sponsor Agency: A 501(c)3 agency that is authorizing the use of their status.

3. **Scope of Services**

3.1 Goal

- A. The goal of this project is to address neighborhood needs in an ongoing way by engaging community organizations to plan and implement Summer Academic Enrichment and

Recreation programs that produce common outcomes described in the Youth Master Plan. (This project goal is based on Goal 1, Strategy 3, Task 2 of the Youth Master Plan found on Page 19.)

3.2 Terms of Award

- A. The contract term will be for seven (7) weeks beginning Monday, June 10, 2019 through Friday, July 26, 2019.
- B. Awards may be made to up to fifteen (15) vendors in an amount not to exceed \$20,000 each.
- C. Awards shall be made to the responsive and responsible bidders that offer the most value to the City.
- D. All awards are contingent to the successful execution of a contract. Furthermore, nothing in this RFP prevents the City from being able to offer similar services to any vendor during 2019 if in the sole discretion of the City, it is determined to be in the best interest of the City to do so.
- E. Contract awards are subject to fiscal appropriation and successful contract negotiation.

3.3 Target Population

- A. Youth ages six (6) through fifteen (15) years residing in Little Rock, Arkansas who are at high risk of engaging in negative activities and are not enrolled in any other City-funded after-school/out-of-school time programs.

3.4 Outcomes Desired

- A. Following Youth Master Plan recommendations, all PIT-funded programs shall produce the following common outcomes:
 - 1. Social and Emotional Learning and Workforce Readiness
 - 2. Academic Skills
 - 3. Health, Wellness, and Safety
 - 4. Parental, Family, and Community Involvement
- B. These common outcomes are based on the Partnership for Afterschool Education's *Afterschool Youth Outcomes Inventory*, the David P. Weikart Center for Youth Program Quality's *Preparing Youth to Thrive: Promising Practices for Social & Emotional Learning*, and the Partnership for 21st Century Learning. The common outcomes were modified to align with City of Little Rock needs.

3.5 Minimum Qualifications

- A. The vendor shall provide proof of current IRS non-profit 501(c)3 status "in good standing."
 - 1. Alternatively, a vendor may submit a proposal under another sponsor agency's current IRS non-profit 501(c)3 status, and provide proof of that agency's non-profit status with the

understanding that if the responding vendor is successful in receiving an award, the City will actually contract with the 501(c)3 organization and not the vendor.

- B. The vendor address and the location where the program will be located shall be physically located within the city limits of Little Rock and deliver services and opportunities without charge to residents of Little Rock ages six (6) through fifteen (15) years-old.
- C. The vendor shall demonstrate at least two (2) years' experience using a positive youth development approach to program design.
- D. The vendor shall not have been placed on probation by the City within the previous 12 months.
- E. The vendor shall not have a program that has been terminated by the City within the previous 36 months.

3.6 Minimum Requirements

- A. The vendor shall implement programming in a safe, developmentally appropriate space located within the city limits of Little Rock.
- B. The vendor shall submit an annual fire inspection for the location in which services are to be provided, prior to any services being delivered.
- C. The vendor shall submit annual background checks for any and all adults working with youth participants, prior to any services being delivered.
- D. The vendor and any collaborative partner(s) shall adhere to the confidentiality of all participant and family information.
- E. The vendor shall use evidence-based and promising practices in developing, implementing, and evaluating their offered program.
- F. The vendor shall participate in the City monitoring process.
- G. The vendor shall track at least one (1) outcome and associated indicator in each of the four (4) common outcome areas designated in the Youth Master Plan (found on pages 30-31 of the Youth Master Plan).
- H. The vendor shall gain youth participant input and feedback using effective surveys, focus groups, and/or pre- and post-testing. The information gathered shall be used to analyze and inform the overall assessment of program design, implementation, and evaluation. Findings shall be presented to the City of Little Rock in a final report at the end of the project.
- I. The vendor shall participate in the Youth Master Plan's overall PIT Program Evaluation.
- J. The vendor shall enroll only participants who are not enrolled in any other City-funded programs offered during the vendor's hours of operation. Should a participant become enrolled

- in another City-funded program, the vendor will no longer be able to count the participant in the average daily attendance.
- K. The vendor shall provide program services for seven (7) weeks, a minimum of seven (7) hours per day, Monday through Friday. The start date may be adjusted if required by the official “last day of school” for the Little Rock School District.
 - L. The vendor shall enroll at least thirty (30) verified Little Rock residents.
 - M. The vendor shall maintain a minimum average daily attendance of seventy-five (75) percent of the required number of enrolled participants. This average will be calculated and reported on a bi-weekly basis.
 - N. The vendor shall keep a record of daily attendance using a participant sign-in sheet with original participant signatures.

4. Selection of Vendor

All responses will be scored on their technical proposals and pricing proposals. Pricing information shall be appropriated separated from the technical proposal as described within this document.

4.1 Procurement Selection Team

- A. All responses will be scored by the selection committee appointed by the City. The scoring will be based on the overall responsiveness to the RFP requirements, pricing, and the reference accounts provided.
- B. Selected vendors shall be registered for contract award and future bid notifications. Vendors may register on-line at <http://www.littlerock.gov/lrprocure>.

4.2 Technical Proposal Elements

- A. The Technical Proposal outlines the vendor’s qualifications and proposed plan for addressing the requested item(s) or service(s).
- B. Technical Proposals should specifically address each of the elements listed under the Categories below.
 - 1. In each category, items/questions have each been assigned a maximum point value of ten (10) points. The total point value for each category is reflected in the table below as the Maximum Raw Score Possible.
 - 2. The City has assigned Weighted Percentages to each category according to its significance.

Category	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
Qualification of the Vendor	45	30	300
Program Design	40	45	450
Program Evaluation	40	20	200
Budget	25	5	50
Totals	150	100.0%	1000

C. The weighted score for each category will be determined using the following formula:

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

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

D. Weighted scores for categories will be added to determine the Total Technical Score for the Proposal.

E. Vendors should present their proposal in the same sequence and with the same numbering scheme and headings shown in this section.

F. If the vendor believes that a subject has been adequately addressed in another part of the Technical Proposal, then a cross-reference to the appropriate part of the narrative shall be provided.

G. Pricing information shall not be included in the Technical Proposal.

1. Pricing information is defined as statements including, but not limited to the following:
 - a. "At no additional cost"
 - b. "Free of charge"
 - c. "For an additional fee"
 - d. "In kind"
2. Failure to follow this guideline in any manner shall result in disqualification of the proposal.

Category 1.	<u>Qualifications of the Vendor</u>	Maximum Raw Points Possible	45
1.1	Please submit all documents required in Attachment A		45
Category 2.	<u>Program Design</u>	Maximum Raw Points Possible	40
2.1	Describe your program's approach to identify, recruit, and enroll participants?		5
•	<i>High scoring proposals will describe detailed plans and specific activities designed to identify, recruit, and enroll program participants.</i>		

2.2	Describe the goals of your program.	5	
	<ul style="list-style-type: none"> High scoring proposals will describe the overall goal and objectives of the program. 		
2.3	Describe your program’s activities (separate academic enrichment program activities from recreation activities). A. Describe your approach to provide fifty (50) percent academic enrichment and fifty (50) percent recreation activities B. Describe the learning objectives of the activities. C. Describe curricula that will be used. D. Describe how activities and learning objectives relate to program goals.	5	
	<ul style="list-style-type: none"> High-scoring proposals will describe a specific approach to provide fifty (50) percent academic enrichment and fifty (50) percent recreation activities through the program design. 		
2.4	Provide examples of two (2) different activity plans that will be implemented in your program.	5	
	<ul style="list-style-type: none"> High scoring proposals will describe detailed plans and specific activities. 		
2.5	Describe how youth will be transported for off-site activities..	5	
	<ul style="list-style-type: none"> High scoring proposals will list vehicles, drivers, and provide proof of insurance. 		
2.6	Describe how you will gain participant input and feedback using effective pre- and post-testing to analyze and inform the overall assessment of program design, implementation, and evaluation.	5	
	<ul style="list-style-type: none"> High scoring proposals will describe detailed plans and specific activities designed to determine program effectiveness via pre- and post-testing of program participants. 		
2.7	Describe how you will engage parents in program implementation and how you will include parent input and feedback to inform program design and implementation.	5	
	<ul style="list-style-type: none"> High scoring proposals will describe detailed plans and specific activities designed to engage parents in program activities. 		
2.8	Describe any partnerships you have and/or resources you obtain from other organizations, which are not City-funded. Submit copies of any Partnership Agreements (Attachment C) that you will utilize with your proposed program. NOTE: Do not include any pricing information in your description. Pricing information is defined as statements including, but not limited to the following: a. “At no additional cost” b. “Free of charge” c. “For an additional fee” d. “In kind”	5	
	<ul style="list-style-type: none"> High scoring proposals will describe multiple documented partnerships that provide program enhancing resources, detail the portions of the program activities or services are provided by funds and/or resources outside of City-related funds. High scoring proposals will describe an action plan to develop new and maintain existing partnerships. 		
Category 3.	<u>Suitability/Methodology of Approach</u>	Maximum Raw Points Possible	20
3.1	Describe the outcome your program will produce in the area of Social and Emotional Learning and 21 st Century Workforce Readiness. A. Describe which program activities will produce that outcome and why. B. Which indicator will you track to measure that outcome? C. How will you track that indicator?	5	
	<ul style="list-style-type: none"> High scoring proposals will describe outcomes logically linked to the activities described in the program design; and describe specific surveys, measures, or other data sources that will be used to 		

	<i>track indicators.</i>	
3.2	Describe the outcome your program will produce in the area of Academic Skills. A. Describe which program activities will produce that outcome and why. B. Which indicator will you track to measure that outcome? C. How will you track that indicator?	5
	<ul style="list-style-type: none"> High scoring proposals will describe outcomes logically linked to the activities described in the program design; and describe specific surveys, measures, or other data sources that will be used to track indicators. 	
3.3	Describe the outcome your program will produce in the area of Health, Wellness, and Safety? A. Describe which program activities will produce that outcome and why. B. Which indicator will you track to measure that outcome? C. How will you track that indicator?	5
	<ul style="list-style-type: none"> High scoring proposals will describe outcomes logically linked to the activities described in the program design; and describe specific surveys, measures, or other data sources that will be used to track indicators. 	
3.4	Describe the outcome your program will produce in the area of Parental, Family, and Community Involvement? A. Describe which program activities will produce that outcome and why. B. Which indicator will you track to measure that outcome? C. How will you track that indicator?	5
	<ul style="list-style-type: none"> High scoring proposals will describe outcomes logically linked to the activities described in the program design; and describe specific surveys, measures, or other data sources that will be used to track indicators. 	

4.3 Pricing Proposal Elements

- A. Pricing proposals will only be opened after all Technical Proposals have been scored. **Only the proposals receiving a minimum of eighty (80) percent in the Technical Proposal will have their Price Proposals opened and evaluated.**
- B. The pricing proposal should include a line-item budget for all cost. Unit costs should be provided when appropriate.

5. **Instructions for Submitting Responses**

- 5.1 A total of one (1) signed Submission Packet by a person authorized by the Company to execute contracts shall be provided to the Purchasing Division. Responses may be submitted through the electronic bid system OR delivered to the following:

www.littlerock.gov/LRProcure OR Purchasing Division
 Little Rock City Hall
 500 West Markham, Suite 300
 Little Rock, Arkansas 72201

If the submission process is started online you shall complete your response through the online system. The method of submission cannot be changed mid-stream.

5.2 **If the vendor elects to submit their response to the physical address shown above.** The vendor shall submit one (1) original signed Technical Proposal (Envelope A), marked “Original” and one (1) original signed Pricing Proposal (Envelope B).

A. In addition to the original Technical Proposal, the following items should be submitted:

1. Five (5) complete hard copies of the Technical Proposal, marked “Copy”
2. One (1) electronic copy of the Technical Proposal, preferably on flash drive. CD will also be acceptable. Email **shall not** be acceptable and **shall** cause the response to be disqualified.

B. Responses (Envelopes A & B) should be delivered in one (1) package (Envelope C) to avoid separation of the documents or partial delivery. Envelopes A and B shall be sealed separately within the delivery package.

C. Envelope A: Technical Proposal

1. Envelope A shall include all required copies of the technical proposal.
2. The vendor’s signed technical proposal shall be sealed in an envelope clearly marked “TECHNICAL PROPOSAL” with the City’s bid number and Company Name.

D. Envelope B: Pricing Proposals

1. Envelope B shall include all required copies of the pricing proposal and budget.
2. The vendor’s signed Pricing Proposal shall be sealed in an opaque envelope clearly marked “PRICING” with the City’s bid number and Company Name.
3. **Bidders who submit pricing information in the same envelope as the technical proposal may be disqualified.**

E. Envelope C: Delivery Package

1. Envelope C shall include envelopes A & B.
2. Company name and address identified on the envelope.
3. Bid Number
4. Signature over seal of envelope.

F. Envelope is defined as the package in which items are contained. This can be an envelope, box, bag, or other packaging as long as the contents are not visible from the outside and it is sealed.

5.3 All additional hard copies and electronic copies **must** be identical to the original copy. In case of discrepancy, the original hard copy **shall** govern.

NOTE: When the City is closed due to inclement weather or the online bidding system has an outage, the bid opening will be re-scheduled to the next business day at the same time as the original scheduled bid opening.

5.4 At the time and location indicated on the first page of this solicitation, the proposals will be opened publicly and will become public information pursuant to the Arkansas Freedom of Information Act. Proposals will be evaluated for responsiveness and responsibility by a review committee appointed by the City.

- 5.5 The sealed pricing will be opened only if the technical proposal is responsive and the corresponding bidder is determined to be qualified to provide the service.
- 5.6 The City shall have the right, in its sole discretion, to determine what constitutes a minor deviation or informality and to waive minor deviations and informalities.
- 5.7 All submittals will be scored by the selection committee appointed by the City. The scoring will be based on the overall responsiveness to the RFP requirements and the reference accounts provided.
- 5.8 Bid proposals shall be in English, and bid prices shall be in U.S. currency.
- 5.9 Pricing shall be valid for ninety (90) days after the bid opening and shall remain firm for the term of the contract. The City will not be responsible for any costs incurred by the bidder in preparing or submitting its bid proposal.

6. Questions and Clarifications

- 6.1 All requests for clarification or additional information shall be submitted in writing to the City of Little Rock Purchasing Division, through the online bidding system or at LRPurchasing@littlerock.gov. Written questions shall be submitted by 4:00p.m., no less than seven (7) calendar days prior to the bid opening date on page one of this solicitation.
 - A. For each question submitted, vendor should reference the specific solicitation number and section to which the question refers.
 - B. Vendors' written questions will be consolidated and responded to by the City. The City's consolidated written response is anticipated to be posted by the close of business three (3) calendar days following the submission deadline.
- 6.2 All questions and answers, clarification of, and addenda to, this RFP will be published on the City's website at www.littlerock.gov/lrprocure. It is the bidder's responsibility to review the City's bid information online in order to obtain all available information and all updated requirements for this RFP.
- 6.3 Although not required, vendors are strongly encouraged to attend one of the Pre-Bid Meetings noted on the front of this RFP to receive additional information, request clarification, or to ask questions.
- 6.4 After the Pre-Bid Meetings, all additional requests for clarification or additional information shall be submitted in writing to the City of Little Rock Purchasing Division, through the online bidding system or at LRPurchasing@littlerock.gov. Written questions shall be submitted by 4:00p.m., no less than seven (7) calendar days prior to the bid opening date on page one of this solicitation.
 - A. For each question submitted, vendor should reference the specific solicitation number and section to which the question refers.

- B. Vendors' written questions will be consolidated and responded to by the City. The City's consolidated written response is anticipated to be posted by the close of business three (3) calendar days following the submission deadline.
- 6.5 All questions and answers, clarification of, and addenda to, this RFP will be published on the City's website at www.littlerock.gov/lrprocure. It is the bidder's responsibility to review the City's bid information online in order to obtain all available information and all updated requirements for this RFP.

7. RFP Response Check-list (Include signed/dated sheet with the Technical Proposal)**7.1 General**

- Did I read and understand all of the Minimum Qualifications for this solicitation?
- Did I read and understand all of the Minimum Requirements for this solicitation?
- Did I read and agree to all the Terms & Conditions before responding to this solicitation?
- Did I agree to all the City policies before submitting this application?
- Did I register as a vendor at <http://www.littlerock.gov/LRprocure>?

7.2 Technical Proposal

- Did I complete, sign, date, and include the Proposal Cover Sheet?
- Did I answer all the questions in the Technical Proposal in the order specified?
- Did I make sure I included all requested Attachments in the order specified?
- Did I make sure to NOT include any costs, expenses, budgets, or any form of pricing information anywhere in the Technical Proposal portion of the response?
- Did I include the appropriate number of copies of the Technical Proposal?
- Did I put my Company's name and address on the Technical Proposal?
- Did I put the Bid# on the Technical Proposal?
- Did I sign the Technical Proposal?
- Did I put the appropriate number of copies of the Technical Proposal in an envelope?
- Did I label the Technical Proposal Envelope as "TECHNICAL PROPOSAL"?
- Did I put the bid# on the envelope?
- Did I put my company's name and address on the envelope?
- Will I remember to sign the envelope over the seal?

7.3 Pricing Proposal

- Did I put my company's name and address on the Pricing Proposal?
- Did I put the Bid# on the Pricing Proposal?
- Did I sign the Pricing Proposal?
- Did I put the Pricing Proposal in a SEPARATE ENVELOPE from the Technical Proposal?
- Did I label the Pricing Proposal Envelope as "PRICING"?
- Did I put my company's name and address on the Pricing Proposal envelope?
- Did I put the bid# on the Pricing Proposal Envelope?
- Will I remember to sign the Pricing Proposal envelope on the seal?

Signature: _____

Date: _____



**REQUEST FOR PROPOSAL
CITY OF LITTLE ROCK
ARKANSAS**

OFFICIAL PRICE SHEET

The *Official Price Sheet* shall be separately sealed from the Technical Proposal and should be clearly marked as "Pricing". Vendor shall not include any pricing in the hard copies or electronic copies of their *Technical Proposal*.

BUDGET

1. Complete Attachment B - 2019 Budget form.xls. Be sure to include an authorized signature, title, and effective date.
2. Include a Budget Narrative that contains an authorized signature, title, and effective date.
Note: If awarded multiple contracts, all shared expenditures (rent, utility bills, etc.) must be allocated proportionately to all relevant funding sources. Provide the percentage of shared expenditures to be applied to each contract listed in this letter. For each utility, provide the percentage charged to each program and detail how the percentage determined (e.g., square footage and time program (each program) uses the space, etc.). If these percentages affect other City contracts, you may need to modify information for other contracts.
3. If office or program space is rented or leased, provide a copy of current, fully-executed, agreement on official letterhead with signatures of all parties involved. If awarded multiple contracts, include percentage of total rent that will be charged to each contract and how the percentage was determined (e.g., square footage and time program (each program) uses the space, etc.).
4. Copies of all current, signed contract/consultant/MOU agreements and/or scope-of-work (e.g. staff, bookkeepers, payroll services, etc.)

Include an Employee Roster:

Employee rosters must list each employee, their job title, employment status (full-time, part-time, temporary, etc.), number of hours per week employee works, percentage of time devoted to each contract, hourly wage, or annual salary, and salary charged to each contract. Employee rosters are to be forwarded to Community Programs at the beginning of the contract term; and must be modified each time an employee's status changes. (An example roster is included below.)

If employee devotes time, or provides services under other contracts, grants, or multiple CLR contracts, the salary should be shared by all affected funding sources. Employee roster should also reflect this spread in salary and time devoted to each contract; (e.g., employment status, percentages of time devoted to contract(s), salary status, etc., submit an updated employee roster; and if applicable, employment/contractual agreements upon hiring replacement employee, but before requesting reimbursement for paid salaries and other related expenditures. Employee Rosters also require Contractor authorized signature, title and date signed.

Employee Roster Example

Employee Name	Title	Status FT/PT	Hours per week	Rate of pay	Percentage of hours	Contract Amount
Jane Doe	Director	FT	12	\$35,000 annual	30%	\$10,500
John Doe	Coordinator	FT	40	\$17,500 annual	50%	\$8,750
Inuen Doe	Aide	PT	40	\$10.00/hr	100%	\$2,800

- If utilizing an agency-owned vehicle(s) for transportation, provide a copy of the transportation policy (for transporting youth to and from the Center), and for each vehicle being used: driver information (name, age, driver’s license number, and issue state), vehicle information (year/make/model and VIN number), copy of current auto insurance coverage.

Note: Mileage reimbursement is the only allowable expenditure and mileage may be charged at a rate no greater than the IRS standard mileage rate for 2019. Vehicle rental/leasing, gasoline charges, repairs, auto insurance/liability/risk insurance, etc., are not allowable expenditures. However, contractors are also required to have proper, current coverage.

- If utilizing a Transportation Company, provide a copy of current, signed contract/MOU agreements, a copy of the transportation policy (for transporting youth to and from the Center), the rate of mileage reimbursement, and for each vehicle: a copy of current auto insurance coverage.

Note: Mileage reimbursement is the only allowable expenditure. Vehicle rental/leasing, gasoline charges, repairs, auto insurance/liability/risk insurance, etc., are not allowable expenditures. However, all contractors are required to have proper, current coverage.

NOTE: Automobile Mileage Reimbursement

The method of reimbursement for use of agency-owned, or agency-leased vehicles will be for mileage only. A mileage report must be submitted to include all pertinent information about the trip; i.e., odometer readings (to/from), purpose of trip, number of participants, driver, etc. Group activity expenditure forms must accompany the mileage reports. (A copy of the Group Activity Expenditure Form, and sample Mileage Report is attached.) The mileage rate must not exceed the current standard Internal Revenue Mileage Rate. *If a contracted service is utilized for transportation the lessor of the contracted amount or the current standard Internal Revenue Mileage Rate for miles traveled will be reimbursed. Proof of payment related to trip transportation is required even if higher than mileage rate calculation.*

Special Terms and Conditions**1. Non-Discrimination/Use of Funds**

Contractor acknowledges and agrees this Agreement is made and entered into subject to the express covenant and agreement of Contractor that performance of any term, condition, provision, duty or obligation set forth herein, by Contractor or any employee or other person acting through or under the direction or control of Contractor, shall fully comply with all federal, state and local laws, regulations and ordinances prohibiting discrimination on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, including without limitation Ordinance No. 21,031 of the City of Little Rock, Arkansas, dated April 21, 2015, as clarified by Ordinance No. 21,685 of the City of Little Rock, Arkansas, dated December 18, 2018, to allow the Commission on Children, Youth and Families to recognize gender as a criterion for certain PIT programs if offer a concomitant program of the same nature is also provided for the other gender by Ordinance No. 21,685 of the City of Little Rock, Arkansas, dated December 18, 2018.

**STANDARD TERMS AND CONDITIONS
CITY OF LITTLE ROCK, ARKANSAS**

NOTICE: The City of Little Rock selects its board and commission members through a process that utilizes an executive session. Under Arkansas law, this fact deems a volunteer an employee for a limited purpose. The City cannot contract with an employee, and cannot contract with a corporation with an employee in an executive or managerial position who also serves as a volunteer on a City board or commission unless it first passes an ordinance to approve the contract. If any person involved with this solicitation an employee of the City, or a volunteer board or commission member who also holds an executive or managerial position with the Vendor, then the vendor shall identify the person(s) and the nature of the relationship. THIS DOES NOT MEAN that the Vendor is disqualified; but an apparent contractor will not be selected if the Board of Directors fails to pass an ordinance to authorize the contract.

1. **Acceptance of Terms**

Submission of a response to this solicitation constitutes acceptance of all terms and conditions described herein. In the event of a conflict between this solicitation and the Standard Terms and Conditions, the terms of this solicitation shall have priority. The City's Standard Conditions shall become a part of the contract and shall supersede all prior or contemporaneous representations, agreements or understandings between the parties, whether written or oral. In the event of a conflict, the terms of this solicitation shall control. To the extent the Standard Conditions conflict with an existing Master Agreement previously executed by the City, the terms of the Master Agreement control.

2. **Exceptions**

The vendor may submit a list of any necessary exceptions to the solicitation's terms and conditions. All exceptions shall be described on one (1) attachment to the vendor's response, and shall include the legal basis for each exception. The City will not consider an exception unless the vendor establishes that the exception is justified by a requirement or prohibition of federal law, Arkansas law, Arkansas Public Service Commission Rules, or by applicable tariff requirements. Exceptions shall only be approved in writing and signed by the City of Little Rock Purchasing Division.

3. **Compliance**

The contractor shall comply with applicable Federal laws, state laws, and local ordinances and regulations in effect during the contract term.

4. **Addenda**

This solicitation and the Standard Terms and Conditions for all of the City's solicitations shall not be changed or altered except by official written addendum issued by the City of Little Rock Purchasing Division. Addenda to this solicitation will be posted on the City's website at www.littlerock.gov. It is the vendor's responsibility to review the solicitation information online to ensure that they have received and responded to all addenda to the solicitation.

5. **Publicity**

A. The vendor shall not issue a news release pertaining to this solicitation or any portion of the project without the City's prior written approval.

B. Failure to comply with this requirement may be cause for a vendor's response to be disqualified.

6. Reservations

- A. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES.
- B. The City Purchasing Office reserves the right to award items, all or none, or by line item(s).
- C. Qualifications of the vendor and probability of performance by the vendor are factors in making an award.
- D. Any ambiguity in a solicitation that results from omission, error, lack of clarity or non-compliance by the vendor shall be construed in the light most favorable to the City.
- E. Any minor or insubstantial deviations from the requirements of this solicitation, as determined in the sole and exclusive discretion of the City Purchasing Office, shall be permitted.
- F. Any material or substantive deviations from the requirements of this solicitation, as determined in the sole and exclusive discretion of the City Purchasing Office, shall result in the disqualification of the response.

7. Response Submission

- A. Responses shall be submitted and time-stamped, on or before the date and time specified. LATE RESPONSES SHALL NOT BE CONSIDERED.
- B. Responses shall contain all documents, information, and attachments as specifically and expressly required in the solicitation.
- C. The response shall be typed or legibly printed in ink. The signature shall be in ink. The official who is authorized to sign contracts on behalf of the vendor shall sign the response and the price sheets in ink. RESPONSES AND PRICE SHEETS THAT ARE NOT SIGNED SHALL NOT BE CONSIDERED.
- D. The solicitation number for example, 18101 or 18001 shall be on the face of the sealed envelope that contains the response. If it is not, the envelope will be opened to identify the solicitation number.

8. Brand Name References

Specifications furnished with a solicitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other designated brands or models approved by the City, in its sole discretion, as equal to designated brand name products shall receive equal consideration. When listing other than the brand or model specified in the solicitation, the brand or model number shall be stated by the item in the solicitation and descriptive literature be submitted with the response.

9. Substitutions

If while responding to this solicitation the vendor does not believe that a submitted bid meets the exact requirement of a specification requested, but is in compliance with the result to be met by the requirement or specification, then the response can note that a substitution is being submitted. Whether a substitution complies with this solicitation shall be determined at the sole and exclusive discretion of the City of Little Rock Purchasing Division.

10. Samples

Samples of items when required shall be furnished to the City free of charge. If the vendor does not retrieve the samples within thirty (30) days of the end of testing, they become property of the City.

11. Quantities

Quantities stated in a solicitation for term contracts are estimates only, and are not guaranteed. Vendor shall bid the unit price based upon the estimated quantity specified. The City may order more or less than the estimated quantity on term contracts. Quantities stated on purchase orders are determined by the requirements of the ordering department.

12. Pricing

- A. Pricing shall be valid for ninety (90) days after the bid opening and shall remain firm for the term of the contract. Prices are to be based on the unit price for the items or services described on the price sheet(s).
- B. Prices quoted shall be "Free on Board" (F.O.B.) destination to the designated City facility unless otherwise agreed by the City.
- C. Pricing shall include all associated costs. The City shall not be obligated to pay any costs that are not included in the vendor's price proposal even though such cost is subsequently incurred by the vendor in order to provide the contracted services or equipment or to achieve the required quality of service unless agreed to in writing by the City.
- D. Prices quoted are to be net prices. If the vendor makes an error in extending total prices, the City may accept the lesser amount whether reflected by extension or by the correct multiple of the unit price.
- E. The City should receive any discounts offered by, or available to the vendor. For term contracts, the beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
- F. The prices in the response have been arrived at without collusion.

13. Tax

Applicable sales or compensating use tax shall not be included in the response, but shall be added to the contractor's invoice. Vendors are to register and pay taxes pursuant to Arkansas law.

14. Price Escalation.

- A. During the term of a resulting contract the opportunity for price escalations may be made available at the time of renewal. The vendor shall submit a written request for price increases. Written price increase requests shall be supported by documentary evidence, including manufacturer or broker discounts and charge backs to justify the increase. Price increases will be limited to the actual dollar increase incurred by the vendor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, shall be submitted to support a price adjustment request.

NOTE: VENDORS SHALL NOT DELAY OR STOP DELIVERIES PENDING PRICE CHANGES. PRICE CHANGES WILL BE EFFECTIVE ON ITEMS WITH AN ORDER DATE AFTER THE EFFECTIVE PRICE CHANGE DATE. THE ORDER DATE IS THE DATE OF THE CITY ISSUED PURCHASE ORDER TO THE VENDOR. ITEMS THAT HAVE AN ORDER DATE PRIOR TO THE NEWEST EFFECTIVE PRICE CHANGE DATE WILL BE INVOICED AT THE CURRENT PRICE AS OF THE DATE OF THE PURCHASE ORDER REGARDLESS OF WHEN DELIVERY IS ACCEPTED.

B. The City of Little Rock reserves the right to reject any price adjustment request.

15. **Tie Prices**

- A. In the event of a tie on the lowest price between two (2) or more responses that meet the specifications as required and where only one (1) of the vendors is a Little Rock vendor, then the award shall be made to that Little Rock vendor.
- B. In the event of a tie on the lowest price between two (2) or more responses that meet the specifications as required:
- i. where just two (2) of the vendors are Little Rock vendors, the award shall be determined by a flip of a coin between the Little Rock vendors; or
 - ii. where just two (2) of the vendors are out-of-state vendors, the award will be determined by a flip of a coin among those vendors;
 - iii. where there are more than two (2) Little Rock vendors, the award shall be determined by drawing lots
 - iv. where there are more than two (2) out-of-state vendors, the award shall be determined by drawing lots

16. **Non-Appropriation of Funds**

The City cannot engage in deficit spending. If it becomes necessary for the City to abandon the financing contemplated, the City shall have the right to do so without penalty. To the extent possible, the City shall give the successful contractor written notice.

17. **Invoicing**

- A. The contractor shall be paid upon the completion of all of the following:
- i. submission of an original specified number of copies of a properly itemized invoice showing the solicitation and purchase order numbers;
 - ii. delivery and acceptance of the commodities, or completion and approval of described service;
 - iii. proper and legal processing of the invoice by the City
- B. Invoices shall be sent to the address shown on the purchase order, or via City supplier portal.
- C. The City shall not be invoiced in advance of delivery and acceptance of any goods or services.

18. **Force Majeure**

Neither the City nor the vendor will be liable for any delay, failure in performance, loss, or damage due to fire, explosion, cable/fiber cuts, power blackout, earthquake, flood, embargo, acts of civil or military authority, war, terrorism, acts of God, acts of public enemy, acts of regulatory or governmental agencies, delays from third parties deterring the vendor from obtaining necessary licensing/construction permits/right of ways, or other causes beyond such party's reasonable control.

19. **Recordkeeping**

The contractor shall maintain all financial and accounting records in accordance with generally accepted principles of accounting. Upon reasonable request by the City, such records shall be made available for inspection.

20. **Confidentiality**

The Arkansas Freedom of Information Act, as amended, is extremely broad in its scope. Any vendor submitting a response to a solicitation which includes proprietary information should be on notice that such response may be deemed a public record subject to disclosure upon completion of the selection process. Any such information that is not intended for disclosure should be placed in a separate sealed envelope, and the response should note appropriate reference to such information. The envelope should note that the proprietary information is not intended for public disclosure, is being provided to the City on loan by the vendor, and is to be returned to the vendor immediately if any request for disclosure of this information is made to the City pursuant to the Arkansas Freedom of Information Act. Upon the receipt of any such request, the City shall immediately return the proprietary information to the vendor. The City shall not maintain a copy. **IF SUCH ACTION RESULTS IN AN INCOMPLETE RESPONSE THAT IS DEEMED BY THE CITY NOT TO BE RESPONSIVE TO THE SOLICITATION, THE RESPONSE SHALL BE DEEMED DISQUALIFIED.**

21. Bonding

A. Bid Security

Any construction bid exceeding the minimum amount set by the State of Arkansas shall be accompanied by a cashier's check or bid bond prepared on a City-approved form of bid bond, duly executed by the vendor as principal and having as surety thereon a surety company approved by the City of Little Rock, in the amount of five (5) percent of the bid. Such cashier's check or bid bonds will be returned to all except the three (3) lowest vendors within three (3) days after the opening of bids, and the remaining cashier's checks or bid bonds will be returned promptly after the City and the accepted vendor have executed a contract or the purchase order has been issued. A valid contract will not be executed nor a valid purchase order issued until the City has received an acceptable performance bond.

B. Performance/Payment Bonds

A Performance Bond equaling the total amount of any bid exceeding the minimum amount set by the State of Arkansas shall be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement pursuant to Ark. Code Ann. Sec. 18-44-503 (a).

Simultaneously with the delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be duly authorized to do business in the State of Arkansas and shall be satisfactory to the City.

C. Bond Verification

Pursuant to Act 1015 of 2013 which became effective on August 16, 2013, all bonds submitted to the City (bid bonds and Performance/Payment Bonds) shall be issued by surety companies that are listed on current United State Department of Treasury's Listing of Approved Sureties. Any bid bonds submitted by a vendor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list will be rejected.

Any performance and payment bonds provided by the contractor that are not issued by a surety company qualified and authorized to do business within Arkansas and listed as an approved surety on the US Department of Treasury list shall be considered as a contractor's default in failing to execute and deliver the contract and bonds. The contractor is liable to the City as project owner in the amount of the five (5) percent bid surety. To verify the current list of surety companies, go to: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm.

22. Construction Licensing

Vendors shall be in compliance with the requirement of Act 150 of 1965 of the State of Arkansas, effective June 3, 1965, (codified as amended at Ark. Code Ann. §§ 17-25-301 through 17-25-316), which is the current Arkansas State Licensing Law for Contractors. Vendors should indicate on the bid form the current license number as issued by the applicable licensing entity.

23. Conditions of Work

Each vendor shall become fully informed of the conditions relating to the construction of the project and the employment of labor. Failure to do so shall not relieve a contractor of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

24. Past Performance

A vendor's past performance with the City is used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible shall be disqualified.

25. Insurance and Warranties

A. Insurance. The Contractor shall supply the City with evidence of having and maintaining proper and complete insurance, specifically Worker's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability Insurance and Property Damage Insurance. All premiums and cost of said insurance shall be paid by the Contractor. The City shall not be responsible or liable in case of accident.

B. When submitting a response to this solicitation, the vendor warrants that the commodities covered by the response shall be free from defects in material and workmanship under normal use and service. In addition the vendor shall deliver new commodities of the latest design and model, unless otherwise specified in the solicitation.

C. Guarantees and warranties should be submitted with the response, as they may be a consideration in making an award.

26. Governing Law

The contract with the contractor shall be governed and construed in accordance with Arkansas law. In the event of any legal action to enforce or interpret the contract, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas. The statute of limitations, as provided under Arkansas law, shall not be waived.

27. Liability

The City assumes no liability for damages or injuries caused by vendor's equipment or personnel, including but not limited to passing vehicular or pedestrian traffic struck by objects displaced by vendor's equipment or operations.

28. Damages

If the City elects to pursue liquidated damages, damages may be assessed beginning on the first day following the maximum delivery or completion time entered on the bid form or as provided for by the plans and specifications.

29. Indemnification

The contractor shall indemnify and hold harmless the City against any claim or liability arising from the contractor's violation of any applicable law, statute, ordinance, permit or regulation in the performance of the contract.

The contractor covenants and agrees that it will indemnify and hold harmless the City of Little Rock, and all of its officers, agents, and employees, from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the contractor, or contractor's subcontractors, employees, agents or servants, whether direct or indirect, or whether to any person or property to which the City of Little Rock or said parties may be subject.

If the City of Little Rock defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its subcontractors, employees, agents or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

30. Intellectual Property

- A. Vendor shall not hold ownership or intellectual property claim on any deliverable produced for the City. For any custom software developed for the City of Little Rock, all property rights, intellectual or otherwise, and technology transfer shall be passed to the City, upon completion of the contract. This includes all rights in relation to any patents, trademarks, copyright, etc. that may be associated. Upon transfer, any and all code, data and the like, both intellectual and tangible, pertaining to any responsibilities including but not limited to reports, records, data, graphic art design, and products under the contract shall be delivered to the City without cost within a time frame of thirty (30) calendar days upon completion of the contract.
- B. Each deliverable/product produced for the City shall become the exclusive property of the City. Vendor shall not utilize any portion of this project, including deliverables and data, without prior written consent of the City.

31. Discrimination

- A. The contractor shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, as such relates to the performance of the contract and shall require such compliance in contracts with subcontractors and sub-subcontractors.
- B. The vendor's response shall meet all applicable accessibility requirements through the incorporation of features or other reasonable means in order to comply with the provisions of the Americans with Disabilities Act.
- C. The City of Little Rock encourages participation of small, minority-owned, and woman-owned business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors that require sub-contractors, seek qualified small, minority, and woman businesses to partner with them.

32. Title VI Civil Rights Act Implementation and Assurances

- A. If the contract involves the use of federal funds, and the city so requires, the contractor shall comply with the following:
 - i. require any sub-recipients, sub-grantees, contractors, successors, transferees, or assignees to comply;

- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (which prohibits discrimination on the basis of race, color, national origin); and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and/or guidance and will give assurance that it will promptly take any measures necessary to ensure such;
 - iii. with all applicable provisions governing the City of Little Rock's and applicable federal department's or agency's access to records, accounts, documents, information, facilities, and staff;
 - iv. with any program, or compliance reviews, or complaint investigations, or a combination of such, conducted by the City or applicable federal department or agency;
 - v. with record retention, reporting requirements, and all requests materials in a timely, complete, and accurate way; and
 - vi. with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance
- B. The City of Little Rock, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the applicable federal regulations, hereby notifies all vendors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

33. **Sex Offender**

THE CITY OF LITTLE ROCK DOES NOT EMPLOY SEX OFFENDERS OF ANY LEVEL. NEITHER THE CONTRACTOR, NOR ANY SUBCONTRACTOR, SHALL HAVE SUCH AN EMPLOYEE ON CITY PROPERTY PURSUANT TO THIS CONTRACT, NOR SHALL THE CONTRACTOR PERMIT ANY SUCH EMPLOYEE TO PERFORM ANY TASKS ON ANIMAL SERVICES, PARKS, OR ZOO PROPERTY.