



STATE OF ARKANSAS
DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES
OFFICE OF STATE PROCUREMENT
 501 Woodlane St., Ste. 220
 Little Rock, Arkansas 72201-1023

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000551	Solicitation Issued:	June 12, 2026
Description:	Used Tire Program District 4 of Arkansas		
Department:	District 4 Waste Tire Accountability Board		

PROPOSAL DUE DATE AND SUBMISSION OF RESPONSE DOCUMENTS			
Proposal Due Date:	July 7, 2026	Time:	2:00 PM, Central Time
Proposal submissions for this Request for Proposal must be submitted through ARBuy, the State's eProcurement system, by the Proposal Due Date and Time. Proposals received after the Proposal Due Date and Time will be rejected as untimely. ARBuy can be accessed at arbuy.arkansas.gov .			

LIVE PROPOSAL OPENING INFORMATION	
Teams Meeting Link:	https://teams.microsoft.com/meet/290842541650261?p=1W3sfyQYkVP70deL0I
Meeting ID:	290 842 541 650 261
Passcode:	qz6nn2o2
Call in (audio only):	501.244.3310 or find a local number
Phone Conference ID:	761 179 943#

SAS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
SAS OSP Procurement Specialist:	Joshua Williams	Procurement Specialist's Direct Phone Number:	501-371-5701
Email Address:	joshua.williams@arkansas.gov	SAS OSP's Main Number:	501-324-9316
SAS OSP Website:	sas.arkansas.gov/procurement/		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the SAS Office of State Procurement (SAS OSP) for the District 4 Waste Tire Accountability Board (“Board”) to obtain pricing and a contract for the collection, transportation, and processing of waste tires.

Contract will be awarded to the Prospective Contractor determined to have submitted the proposal that is the most advantageous to the State. Direct all questions, comments, or concerns regarding this solicitation to the SAS OSP, not the Board.

Note: Previous versions of this solicitation were released under S000000467 and S000000498. The Prospective Contractors should review the entire solicitation to understand all of the requirements herein.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, SAS OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is August 2026, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and the Board, the contract may be renewed by SAS 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.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. “Commercial Generator” means a person who sells new tires or provides delivery of new tires as part of fleet services to any one (1) or more of the following:
 - 1. A municipality;
 - 2. A county;
 - 3. A state agency;
 - 4. A federal agency;
 - 5. A school district;
 - 6. A political subdivision of the state; or
 - 7. A person who in the ordinary course of business buys tires in bulk for use on commercial vehicles.

“Commercial Generator” does not include a Tire Retailer.

- B. “Extra-large tire” means a tire that due to its size or construction is more difficult to process for recycling or disposal than a large tire and costs substantially more to process than a large tire. “Extra-large tire” includes without limitation tires used, capable of being used, or designed to be used on any of the following vehicles or equipment:
 - 1. A skid steer loader
 - 2. Excavation equipment
 - 3. A farm implement, including without limitation, a tractor
 - 4. A backhoe

5. A road grader
6. Industrial equipment
7. A skidder
8. A heavy-duty truck used off-road for mining

“Extra-large tire” includes a tire with a load rating of “G” or higher.

- C. “Large tire” means a tire with a rim size greater than nineteen inches (19”) and a load rating of “F” or higher including without limitation a wide-base or extra-wide single tire.
- D. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.
- E. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.
- F. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- G. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- H. “**Shall**” and “**must**” mean the imperative and are used to identify Requirements.
- I. “Small tire” means a tire that has a load rating of “F” or lower and a rim size of nineteen inches (19”) or smaller and includes low profile tires. “Small tire” includes a tire from any of the following vehicles:
 1. An automobile
 2. A motorcycle
 3. An all-terrain vehicle
 4. A lawn mower
 5. A golf cart
- J. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- K. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.
- L. “Tire Generator” means a person who:
 1. Removes tires from rims for disposal or resale; or
 2. Stores used tires on or in property owned, leased, or otherwise controlled by that person.

“Tire Generator” includes without limitation:

1. A tire retailer;
2. A tire wholesaler;
3. A tire transporter;
4. A tire manufacturer;
5. A manufacturer of retreaded tires;

6. A new car dealer
7. A used car dealer
8. An auto repair shop; or
9. A salvage yard.

“Tire generator” does not include a commercial generator.

L. “Tire Retailer” means any one (1) of the following:

1. A person who is in the business of selling new tires, used tires, or both new and used tires to the end consumer; or
2. A person who is in the business of or receives compensation for removing tires from rims.

“Tire Retailer” does not include:

1. A person who sells tires to another person exclusively for the purpose of resale if the subsequent retail sale is subject to the fee imposed under Ark. Code Ann. § 8-9-404; or
2. A Commercial Generator.

M. “Used Tire” means a tire that was previously mounted on a vehicle but is still in a condition where it can be safely reused for its original purpose, retaining sufficient tread depth and lacking significant damage or defects.

N. “Waste Tire” means a whole tire that is worn, damaged, or defective and land disposed because it is no longer repairable, reusable, or suitable for its original intended purpose.

1.4 SOLICITATION SCHEDULE

For informational purposes, SAS 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. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
Deadline for Prospective Contractor Questions	June 18, 2026
Answers to Questions Posted to ARBuy*	June 23, 2026
Proposal Due Date	July 7, 2026
Initial Proposal Evaluation*	July 10, 2026
Interviews*	July 16 -17, 2026
Final Proposal Evaluation*	July 17, 2026
Discussions Kick Off Meeting*	July 23, 2026
Finalize Discussions*	July 29, 2026
Post Anticipation to Award*	August 3, 2026
Award Contract*	August 24, 2026

1.5 CLARIFICATION OF SOLICITATION

A. Submit questions requesting clarification of information contained in this Solicitation via the Solicitation posting in ARBuy by the date and time listed in Table A.

1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.

2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting in ARBuy by the close of business on the date provided in Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the SAS OSP Procurement Specialist of any Requirements that precludes the Prospective Contractor from submitting a Responsive Proposal.
- C. Prospective Contractors may contact the SAS OSP Procurement Specialist with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by SAS 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 SAS OSP.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

1.6 RESPONSE DOCUMENTS

- A. All proposal responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.
 1. Prospective Contractors **must** be registered in ARBuy to submit proposals responses.
- B. *Technical Proposal Packet*
 1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
 2. The following items are proposal Submission Requirements and **must** be submitted as part of a Prospective Contractor's proposal response.
 - a. Signed *Proposal Signature Page*; signature may be ink or digital.
 - b. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
 - c. Completed *Official Solicitation Price Sheet* attached to the Solicitation in ARBuy.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.
 - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the submitted price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the OSP Procurement Specialist during the Clarification of Solicitation period (see RFP Section 1.7).
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal annually.
 - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
 - v. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.

- vi. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the pricing response.
- d. *Recommended Options Form*
 - i. The *Recommended Options* form included in the *Technical Proposal Packet* allows Prospective Contractors to identify any recommended options or optional service ideas that may benefit the State that were not included in the Requirements and the proposed solution.
 - e. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
 - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - f. Proposed *Subcontractors Form* (see [SRV-1](#), section 14)
- 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
 - a. *EO 98-04: Contract and Grant Disclosure Form* (see [SRV-1](#), section 11)
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
- 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- C. Redacted copy of the *Technical Proposal Packet*
 - 1. One (1) redacted (marked *Redacted*) copy of the Prospective Contractor's proposal response (see *Proprietary Information*), if applicable.
- D. Prospective Contractors should not alter language in Solicitation document(s) or *Official Solicitation Price Sheet* provided by the State.
- E. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- F. Prospective Contractors may submit multiple proposals.

SECTION 2 – REQUIREMENTS

2.1 BACKGROUND AND CURRENT ENVIRONMENT

The Board and District 4 Waste Tire Accountability District (“District”) were formed by Act 713 of 2023. The District was organized pursuant to Ark. Code Ann. § 8-9-410 to efficiently collect, transport, and process waste tires within its geographic boundaries.

The District provides services to the following counties: Arkansas, Ashley, Bradley, Chicot, Cleveland, Desha, Drew, Grant, Jefferson, Lincoln, and Phillips.

Currently, there are five (5) waste tire transfer facilities in District 4:

Ashley Co Landfill 309 Ashley 438 Hamburg, AR 71646	Desha County Landfill/Transfer Hwy 65 South Landfill Ln Tillar, AR 71670	Lincoln County TCC 30298 Hwy 11 S Star City, AR 71667
Grant County Solid Waste 309 Gatzke Dr Sheridan, AR 72150	Dewitt Solid Waste 58 O.P. Fisher Lane Dewitt, AR 72042	

The locations of the waste tire transfer facilities may change from time to time, either by adding new locations or by no longer utilizing current locations.

2025 Projected Waste Tire Collection Data for District 4	
Small Tires	219,934
Large Tires	25,704
Extra-Large Tires	1,934
Total Projected Waste Tires	247,572

DISCLAIMER: This data is provided solely as a guide and is not a guarantee of the total number of tires that will be collected in any given year. The collection volumes are subject to changes based upon various factors. Those submitting a response should use industry projections and other sources when forecasting future used tire volumes.

2.2 OBJECTIVES AND GOALS

The Board is seeking a contract and pricing for collection, transportation, and processing of waste tires from transfer facilities to a processing location and for the processing of the waste tires.

2.3 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have a minimum of five (5) years of experience performing the services described in this IFB.
- B. The Prospective Contractor **shall** have and **shall** keep current a Waste Tire Collection Center Permit which **must** be valid in the State where the Prospective Contractor’s facility is located.
- C. The Prospective Contractor **shall** have and **shall** keep current a Waste Tire Transporter License to transport waste tires in the State of Arkansas.
- D. If the Prospective Contractor’s processing facility is located outside of the State of Arkansas, the Prospective Contractor **shall** have and **shall** keep current a Waste Tire Transporter License in the State where their facility is located, if required by that State.
- E. The Prospective Contractor **shall** have and **shall** keep current a Waste Tire Processing Permit which **must** be valid in the State where the Prospective Contractor’s facility is located.
- F. The Prospective Contractor **shall not** be under any violations, remediation plans, corrective action plans, consent administrative orders, or any regulatory infractions with regard to the Division of Environmental Quality (DEQ). Any response with any nonperformance violations will be rejected.

2.4 GENERAL REQUIREMENTS

- A. The Contractor **shall** collect Waste Tires generated within the Board's geographic boundaries.
- B. The Contractor **shall** transport Waste Tires from the five (5) transfer facilities to a processing facility.
- C. The Contractor **shall** process the Waste Tires for recycling, marketing, or proper disposal where recycling and reuse are not feasible.
- D. In accordance with the Arkansas Code § 8-9-405(a)(1), the Contractor **shall** be reimbursed for Waste Tire collection, transportation, and processing at a rate not to exceed two dollars and thirty-one cents (\$2.31) per waste tire processed on or after July 1, 2026.
- E. The Contractor **shall** implement a mechanism for the invoicing and collection of each Waste Tire Generator, for the difference between the accepted contract rate per tire and the DEQ/TAP reimbursement rate of \$2.31 per tire.
- F. The invoicing and collection to each Waste Tire Generator for the difference in the per tire rate **shall** be the sole responsibility of the Contractor.
- G. If the Board decides to add Waste Tire transfer facilities, the Contractor **shall** transport Waste Tires from the additional facilities to the processor.
- H. The Contractor **shall** comply with all Federal, State, and local laws, rules, and regulations, including, but not limited to, the Arkansas Used Tire Recycling and Accountability Act, the Arkansas Pollution Control and Ecology Commission Rule Number 36, Act 713, and any other requirements imposed by the Board.

2.5 TRANSPORTATION REQUIREMENTS

- A. The Contractor **shall** accommodate the current Used Tire Program District 4 (UTP4) transportation arrangements for all sizes of tires.
- B. The District's tire transporter will notify the Contractor when the containers at the tire transfer facilities need to be picked up and transported to the processor.
- C. The Contractor **shall** pick up the containers within seventy-two (72) hours of notification from the District.
- D. The Contractor **shall** leave an empty container at the transfer facility when a full container is picked up for transportation to the processor.
- E. The Contractor **shall** provide fifty-three foot (53') walking floor trailer, or tipping trailer, or other comparable units of the same function and capacity at each of the five (5) tire transfer facilities.

2.6 PROCESSING REQUIREMENTS

- A. The Contractor **shall** provide a physical location for processing the Waste Tires.
- B. The Contractor **shall** provide all of the equipment necessary for processing the Waste Tires.
- C. The Contractor **shall** ensure that the Waste Tires are processed for recycling, reuse, or other proper disposal method.
- D. The Contractor **shall** give the Board and the District immediate notice of any anticipated delays or plan shutdowns that will affect the requirements of this RFP.

2.7 BUSINESS PLAN REQUIREMENTS

- A. Pursuant to Ark. Code Ann. § 8-9-408, the Contractor shall assist the Board in preparing a comprehensive business plan which must include the current operating information and proposed operating costs.
- B. Funding for any resulting contract is entirely dependent upon the business plan being approved by DEQ, the Pollution Control and Ecology Commission (PC&EC), and the Arkansas Legislative Council (ALC).

2.8 REPORTING REQUIREMENTS

- A. The Contractor **shall** assist the Board in completing and submitting any and all required reports to DEQ, or any other regulatory agency having jurisdiction or authority over the Board or the District, by providing any and all information requested by the Board.
- B. Pursuant to Ark. Code Ann. § 8-9-409, the Contractor **shall** assist the Board in preparing quarterly reports for DEQ. The reports **must** include, but not be limited to, the following:
 - 1. The number of recyclable tires
 - 2. The number of Waste Tires disposed in a landfill
 - 3. The number of Waste Tires disposed in a monofill
 - 4. The number of reported Waste Tire sites located in the regional solid waste management districts that are included in the used tire program
 - 5. Electronic uniform used tire manifest system compliance
 - 6. Administrative expenses
 - 7. Transportation expenses
 - 8. Building, warehouse, and other facilities expenses
 - 9. Revenue sources and the amount of revenue received from each source
 - 10. The number, location, and type of tire collection centers
 - 11. Any identified operational issues
 - 12. The number of enforcement actions against the used tire program
 - 13. Any other performance indicators that are determined to be useful to evaluate performance and efficiency

2.9 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. 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.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. 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.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Transportation	The Contractor shall pick up loaded containers within seventy-two (72) hours of notification from the District of the necessity.	The Contractor shall pay \$250.00 per day that it is late picking up loaded containers.

Containers	The Contractor shall leave an empty fifty-three foot (53') walking floor trailer or other compatible units of the same function and capacity at the tire transfer facilities.	The Contractor shall pay \$250.00 per day that the tire transfer facility does not have an empty replacement container.
Processing	The Contractor shall give the Board and the District immediate notice of any anticipated delays or plant shutdowns that affect the requirements of this IFB.	The Contractor shall pay \$500.00 per day for any delays or plant shutdowns that effect the performance of the requirements of the Contract.
Reporting	The Contractor shall assist the Board in completing any reports for DEQ or any other regulatory agency having jurisdiction or authority over the Board or the District.	The Contractor shall pay \$100.00 per day for any delay in providing information to the Board for required reports.
	Pursuant to Ark. Code Ann. § 8-9-409, the Contractor shall assist the Board in preparing quarterly reports for DEQ.	The Contractor shall pay \$100.00 per day for any delay in providing information to the Board for preparing quarterly reports.

SECTION 3 – SELECTION

3.1 SELECTION PROCESS

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

TABLE B: SCORING TABLE

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

3. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual scores. At the initial consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her score for each evaluation criteria.
4. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
5. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
6. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

- C. Prospective Contractors submitting Responsive Proposals will be contacted by SAS OSP to schedule an interview.
1. Prospective Contractors **shall** attend the interview as scheduled by SAS OSP.
 2. Evaluators will complete an Individual Score Worksheet for each interview. Evaluation will be based on Prospective Contractor’s responses to questions presented during the interview. Individual scoring for each interview will be based on the Scoring Descriptions in 3.1.B.1.
 3. During a final consensus meeting, after all interviews are complete, Evaluators will have the opportunity to discuss the interviews and change their individual interview scores on the Consensus Scoresheet, if they feel that is appropriate.
 - a. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
 4. Should the State receive only one (1) Responsive Proposal, the State may forgo the interview portion of the evaluation if the proposal has received the Maximum Weighted Score Possible for the Experience, Solution, and Risk subsections.
 - a. In this scenario, the proposal would automatically receive the maximum weighted score possible for the interview subsection.
- D. Should the State request clarification and/or additional information Prospective Contractors’ responses, Prospective Contractors **shall** provide clarification and/or additional information as specified by the State.
- E. SAS OSP will submit responses and pricing received from the interviewed Prospective Contractors, along with the Evaluation Committee’s recommendation to the Department for review and approval to move into Discussions.

3.2 TECHNICAL PROPOSAL SCORE

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

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION’S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	25%	175
Solution	10	25%	175
Risk	10	25%	175
Interview	10	25%	175
Total Technical Score	40	100%	700

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

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

$(A/B)*C = D$

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

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

3.3 COST SCORE

A. When scores are applied to pricing, the maximum amount of cost points will be given to the proposal with the lowest annual grand total as shown in Table One (1) on the completed *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

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

$$(A/B)*C = D$$

A = Lowest estimated cost
 B = Second (third, fourth, etc.) lowest estimated cost
 C = Maximum Points for lowest estimated cost
 D = Total price points received

3.4 GRAND TOTAL SCORE

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

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

3.5 EXPLANATION OF THE SUBSECTIONS OF THE TECHNICAL PROPOSAL

A. Experience

1. The Experience subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their experience, technical capability, and understanding of the State’s specific needs.
2. Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.
3. Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

B. Solution

1. The Solution subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve the State’s specific needs.
2. Prospective Contractors should provide a high-level overview of the Prospective Contractor’s proposed solution and/or approach to services using the Requirements outlined in the RFP.
3. Proposed solutions should be non-technical and include the Prospective Contractor’s recommendations for meeting the objectives and Requirements of the RFP.
4. Additional service options and recommendations above and beyond those included in proposed solution should be included in the *Recommended Options Form*.

C. Risk

1. The Risk subsection included in the *Technical Proposal Packet* allows Prospective Contractors to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the Prospective Contractor's delivery of the solution as offered in the proposal or to otherwise fail to meet the State's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
 - a. Prospective Contractors should include sources, causes, or actions that are both within and beyond the control of the Prospective Contractors that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction to the State.
 - b. Risks should be described in simple, clear, and non-technical terms.
 - c. Prospective Contractor should explain how the Prospective Contractor will mitigate, manage, and/or minimize each risk listed.
 - d. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the Prospective Contractor's performance in terms of time, cost, and client satisfaction.

D. Interview

1. The Interview will allow Prospective Contractors to further demonstrate their experience in providing the services outlined in the RFP.
 - a. Each Prospective Contractor meeting the Submission Requirements will be contacted by SAS OSP to schedule an interview. Prospective Contractors **shall** attend the interview as scheduled by SAS OSP.
 - b. Prospective Contractors **shall** identify one (1) Project Lead at the time of interview confirmation who **shall** attend the interview as part of the evaluation process.
 - c. The Evaluation Committee will interview the Prospective Contractor's identified Project Lead using a pre-determined set of interview questions. Follow up questions may be asked based on responses given by the Project Lead.

3.6 DISCUSSIONS

- A. The State will move forward into Discussions with the responsible Prospective Contractor(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- B. Discussions may be conducted with the highest-ranking Prospective Contractor based on the Grand Total Score for each proposal or with multiple Prospective Contractors reasonably susceptible of being awarded a contract.
- C. Should the State choose to engage in Discussions with the highest-ranking Prospective Contractor, the Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
 1. Should the Department determine, through the Discussions process, that the Prospective Contractor's solution, approach, timelines, deliverables, expectations of the State, or a combination thereof make the Prospective Contractor no longer reasonably susceptible of being awarded a contract, the Department may abandon Discussions with that Prospective Contractor through a written justification to SAS OSP, and may proceed to additional rounds of Discussions with the next highest-ranking Prospective Contractor.
- D. Should the State choose to engage in Discussions with multiple Prospective Contractors contemporaneously, each Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
 1. Should a Prospective Contractor not provide the required documents within timeframes requested by SAS OSP or choose not to engage in the Discussions process, the Prospective

Contractor's proposal will be considered withdrawn and will not be subject to further consideration in the Solicitation process.

- E. If Discussions necessitate material revisions of proposals, each responsible Prospective Contractor reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- F. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** provide the following documents to the State:
 - 1. A detailed scope of work clearly identifying the Prospective Contractor's understanding, implementation, and performance of services required in this RFP, including all activities required by the Contractor and all activities expected by the State/Participating Entities
 - 2. A Risk Management Plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the Risk Plan submitted in the Prospective Contractor's *Technical Proposal Packet*
 - 3. A proposed financial summary, including:
 - a. The completed pricing response and *Recommended Options Form* submitted in the Prospective Contractor's *Technical Proposal Packet*
 - b. A proposed payment schedule
 - 4. Proposed project management and reporting templates
- G. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** address questions and/or concerns the State may have to the satisfaction of the State.
- H. During Discussions, the Prospective Contractor **shall** revise the discussions documents until agreement is made and the State has provided final approval.
 - 1. The Prospective Contractor **shall** attend follow up Discussions meeting as determined necessary by the State. Reasonable effort will be made to accommodate scheduling conflicts.
- I. During Discussions, the Prospective Contractor **shall** present a final draft of the Discussions documents to the State, including, at minimum:
 - 1. A summary of all plans and scope of work developed during the discussions process and mutually agreed upon by the State and the Prospective Contractor
 - 2. A detailed scope of work clearly identifying the Prospective Contractor's implementation and performance of services required in this RFP, including all provisions negotiated and agreed upon by the State and the Prospective Contractor since the Discussions Kick Off Meeting
 - 3. Description of deliverables in terms of simplified metrics
 - 4. The Risk Management Plan
 - 5. Project management and reporting templates
 - 6. Financial summary, including:
 - a. The completed pricing response submitted in the Prospective Contractor's *Technical Proposal Packet*
 - b. A list of agreed upon and accepted recommended options (with impact to price)
 - c. A payment schedule
 - d. Contact information for the Prospective Contractor's key personnel

- J. During Discussions, the Prospective Contractor **shall** present the final drafts of the items and **shall** summarize the coordination and planning completed during the discussion process.
- K. Once approved by the State, final drafted documents will become part of the resulting contract.
- L. The Prospective Contractor may determine which key personnel will attend the Discussions meetings.

3.7 ANTICIPATION TO AWARD

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

3.8 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
 - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
 - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

4.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting <https://www.ark.org/vendor/index.html> and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
 - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
 - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
 - 3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).
- E. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- F. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.
- G. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
 1. Remain property of the State.
 2. Be kept confidential as permitted or required by law.
 3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
 5. The Contractor **shall** properly identify items being returned.
- H. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
- I. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- J. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)).
 1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
- K. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- L. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

4.3 PROPRIETARY INFORMATION

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