



ARKANSAS DEPARTMENT OF EDUCATION

Arkansas Department of Education

Request for Proposals

Purpose: The Arkansas Department of Education (ADE) seeks grant proposals from non-profit organizations to provide comprehensive after-school, literacy, and nutrition services for at-risk children and youth in underserved areas of the state.

Request for Proposals (RFP)

Release Date: January 31, 2012

Proposals Due Date: 4 p.m., March 1, 2012

Contact Person: Mark White
Four Capitol Mall, Room 404-A
Little Rock, AR 72201
Mark.White@Arkansas.gov

Arkansas Department of Education
At-Risk Children and Youth Services Grant
Proposal Transmittal Form

Name of Applicant:

Location of Applicant's Principal Office:

City, State, Zip:

Phone and Fax Numbers:

Contact Person:

Email address:

Phone Number:

By my signature below, I hereby represent that I am authorized to and do bind the applicant to the provisions of the attached Proposal. The undersigned offers and agrees to provide the specified services in accordance with the provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Signature

Date

Proposal Due Date: March 1, 2012, before 4 p.m. Central Standard Time

Mail or Deliver to:
Arkansas Department of Education
Attn: Mark White
Four Capitol Mall, Room 404-A
Little Rock, AR 72201

Projection Description

The Arkansas Department of Education (ADE) seeks to award grants to one or more non-profit organizations to provide comprehensive after-school, literacy, and nutrition services for at-risk children and youth in underserved areas of the state. Grant applications will be evaluated and judged on the basis of the criteria set forth in this RFP. The final grant award may be made to only one organization, or to multiple organizations, depending on the ADE's judgment as to the most effective and efficient use of available funds.

A common metric for assessing at-risk youth is poverty. Children in poverty are more likely to struggle academically, engage in risky behaviors, and drop out of school. To ensure that funds are targeted to at-risk children in underserved areas, preference will be given to applications for programs to be operated in five (5) or more high-poverty LEA's located in rural Arkansas.

Applicant Eligibility & Grant Criteria

Grant proposals should respond in narrative form, with supporting documentation, to the following grant criteria:

1. The applicant must be a non-profit organization classified as tax-exempt under section 501(c)(3) of the Internal Revenue Code.
2. The applicant must have at least five (5) years of prior experience in providing similar services to at-risk children and youth.
3. The applicant must have experience serving Arkansas school districts; preference will be given to applicants submitting letters of recommendation from Arkansas school districts in which the applicant has previously provided services.
4. The applicant should describe a program of services that will provide after-school, literacy, and nutrition services to at-risk youth. The program of services should be a nationally-recognized, research-based program that has demonstrated significant improvement in literacy skills of at-risk youth, as documented by independent evaluations. Proposals must specifically address after-school, literacy, and nutrition services; proposals that fail to address one or more of these identified services will not be considered.
5. The applicant should identify the geographic areas proposed to be served, with a minimum of five (5) separate geographic areas to be identified. Preference will be given to applications that propose to operate in high-poverty LEA's located in rural Arkansas.
6. The applicant should articulate a plan to partner with local school districts in offering the program of services. Preference will be given to applicants submitting documentation of partnerships with school districts in the areas to be served to operate the program of services on-site at school campuses.
7. The applicant should articulate a plan to provide professional development through face-to-face training and ongoing support that will allow staff working in rural areas to implement the program. Preference will be given to applicants demonstrating an intent and plan to train employees from the local community.

8. The applicant must identify the amount of funds sought, up to \$500,000.00, and provide a proposed budget. The applicant must agree to provide or obtain matching funds of at least twenty percent (20%) of the final grant amount.

RFP Award Criteria

Proposals submitted to ADE will be reviewed by an ADE panel. The review panel will apply the following criteria:

40 points - Applicant Qualifications, Experience, and Past Performance

40 points - Plan for Program of Services

20 points - Budget

Grant awards will be made to the applicant or applicants whose proposals are deemed to be capable of producing the most efficient and effective use of the available funds. Results of the evaluation and the recommendation of the review panel will be forwarded to the Commissioner of Education for final approval.

Procedures for Delivery of the Proposal

Three (3) copies of the written proposal with the Proposal Transmittal Form and Contract Grant Disclosure Form attached must be submitted in a package clearly identified as an RFP Response. Packages must be received by the ADE on or before 4 p.m., Central Standard Time, March 1, 2012. All submitted proposals become the property of ADE and will not be returned. The contents of all proposals, in their entirety, are subject to public release under the Arkansas Freedom of Information Act.

Address Proposals To:

Arkansas Department of Education

Attn: Mark White

Four Capitol Mall, Room 404-A

Little Rock, AR 72201

Acceptance of Proposals

The ADE reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not give one applicant an advantage or benefit not enjoyed by other applicants, and does not adversely impact the interests of ADE. Waivers, when granted, shall in no way modify the RFP specifications and other grant requirements.

Rejection of Proposals

Any proposal may be rejected in whole or in part when it is determined to be in the best interests of ADE. Reasons for rejection include without limitation: unauthorized amendments to the RFP requirements, incomplete or irregular proposals, false or misleading statements or references, or failure to meet the announced requirements of ADE in some material aspect.

The ADE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained in this document. The final decision to award a grant to any applicant rests solely with the ADE.

Conditions of Solicitation

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the ADE to execute a contract with any other party. The contractor shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing (three (3) copies).
2. The ADE will not be liable for any costs associated with the preparation of proposals or negotiations of the grant incurred by any party.
3. The award of a grant for any proposal is contingent upon the following:
 - a) Favorable evaluation of the proposals
 - b) Approval of the proposal by the ADE
 - c) Successful negotiation of any changes to the proposal as required by the ADE
4. Likewise, the ADE reserves the right to accept any proposal as submitted for grant award without substantive negotiation of offered terms, services, or prices. Therefore, all applicants are advised to propose their most favorable terms initially. Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements, but proposals may be accepted without such discussions
5. Grantees will be required to assume full responsibility for all specified services. Any services which will be sub-contracted must be specified in the proposal and references for the sub-contractor must be provided.
6. Applicants may designate those portions of the proposal which contain trade secrets or other proprietary data.
7. The ADE reserves the right to cancel this solicitation in writing when it is determined to be in the best interest of the ADE
8. Any proposal or modification of a proposal received after the due date and time is considered late and will not be considered for acceptance unless the receipt is delayed by the action or inaction of ADE personnel directly serving the grant activity
9. The applicant represents, as a part of the applicant's bid or proposal, that said applicant has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this grant.
10. The applicant represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth by the Arkansas Department of Finance and Administration Rules and Regulations.

Standard Terms and Conditions

Certain terms and conditions are required for contracting with the ADE; therefore, the applicant shall assure agreement and compliance with the following Standard Terms and Conditions:

Independent Contractor:

The applicant shall perform all services as an independent contractor and shall at no time act as an agent for the ADE. No act performed or representation made, whether oral or written, by the applicant to third parties shall be binding to the ADE

Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The applicant shall comply with applicable federal and state laws and regulations.

Authority to Contract:

The applicant warrants (a) that it is a validly organized entity with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the state of Arkansas; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) that notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Contract Disclosure:

The successful applicant will be required to complete forms associated with the Governor's Executive Order 98-04 before the award of a contract. Information on Governor's Executive Order 98-04 can be found on the following web site: <http://www.state.ar.us/dfa/accounting>. Failure to make any disclosures required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this grant. Any applicant who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal sanctions available to the ADE.

Confidentiality Information:

Respondents are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in a sealed envelope(s) clearly marked "Confidential" and must indicate on the outside of their proposal package that confidential materials are included. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____

Yes No

IS THIS FOR:

Goods? Services? Both?

TAXPAYER ID NAME: _____

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____

Agency Contact Person _____

Agency Contact Phone No. _____ or Grant No. _____