

**Arkansas Rehabilitation Services Division of the Arkansas Department of Career Education
525 W. Capitol Ave.
Little Rock, Arkansas 72201**

REQUEST FOR PROPOSALS

Bid Number:	Buyer:
Commodity: Comprehensive Marketing Plan	Bid Opening Date: April 15, 2011
Date: March 22, 2011	Bid Opening Time: 10:00 AM CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT. **Vendors are responsible for delivery of their proposal documents to the Arkansas Rehabilitation Services Division prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the ARS office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 525 W. Capitol Ave., Little Rock, AR 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

MAILING & BID OPENING ADDRESS: Arkansas Rehabilitation Services Division 525 W. Capitol Ave. Little Rock, AR 72201

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED BIDS WILL NOT BE CONSIDERED

Identification: _____

* _____ *

Federal Employer ID Number _____ Social Security Number _____

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

TABLE OF CONTENTS

Section 1: INTRODUCTION	3
1.1. Statement of Work	
1.2. Background	
1.3. Program Descriptions	
1.4. Scope of Work	
1.5. Vendor Minimum Qualifications	
1.6. Responsibilities of Arkansas Rehabilitation Services	
1.7. Anticipated Time Table	
Section 2: INFORMATION AND INSTRUCTIONS FOR BIDDERS	8
2.1. Minority Business Policy	
2.2. Equal Employment Opportunity Policy	
2.3. Act 157 of 2007 Employment of Illegal Immigrants	
2.4. Type of Contract	
2.5. Caution to Bidders	
2.6. RFP Format	
2.7. Alteration of Original RFP Documents	
2.8. Requirement of Addendum	
2.9. Delivery of Response Documents	
2.10. Additional Terms and Conditions	
2.11. Anticipation to Award	
2.12. Past Performance	
2.13. Governor’s Executive Order	
Section 3: EVALUATION AND SCORING	12
3.1. Proposal Content	
3.2. Proposal Sections	
3.3. Evaluation Process and Criteria	
3.4. Oral or Written Clarification of Proposals	
3.5. Oral Presentation	
Section 4: STANDARD TERMS AND CONDITIONS	19
Section 5: Forms Required by Office of State Procurement	Appendix

Section 1 INTRODUCTION

1.1. Statement of Work

The Arkansas Rehabilitation Services Division (ARS) of the Arkansas Department of Career Education is seeking Requests for Proposals (RFP) for a **Comprehensive Marketing Plan** for the Arkansas Rehabilitation Services Division, with specific focus on the following three areas: the Field Program, including the Business Relations Program; Special Programs; and the Alternative Financing Program.

1.2. Background

The mission of ARS is to provide services resulting in meaningful employment and independence for Arkansans living with disabilities.

Vocational Rehabilitation (VR) was initiated in the United States with the passage of the Smith-Fess Act in 1920, which permitted the states to participate by providing federal aid. The act provided funding for medical and surgical treatment and vocational training. Arkansas accepted its first funds for this purpose as the result of state legislation in 1923, with the State Board of Education administering the program.

In 1971, Arkansas legislation transferred administration of the state VR program to the Department of Social and Rehabilitative Services (now the Department of Human Services), and during the time that it was administered by the Department of Social and Rehabilitative Services, the program was known as the Division of Rehabilitation Services. Act 574 of 1993 changed the name of the division to Arkansas Rehabilitation Services and transferred it back to the Department of Education, where it was placed under the oversight of the State Board of Vocational Education as a division of the Vocational and Technical Education Division (now the Department of Career Education). ARS was actively involved in the development of legislation resulting in Act 803 of 1997, which created the current structure in which ARS is a division of the Department of Career Education.

More recent changes in federal legislation have increased emphasis on serving special education students as they transition into adulthood and the workforce. ARS is actively involved in Welfare-to-Work and School-to-Work initiatives in order to ensure that Arkansans with disabilities participate in programs that provide opportunities to prepare for and achieve gainful employment. ARS also has been required to develop rehabilitation engineering and advanced technology capabilities in order to enhance training and independent living opportunities for individuals with severe disabilities.

The Workforce Investment Act of 1998 includes the re-enactment of the Rehabilitation Act of 1973 and requires that the states establish a new service delivery system. This new system includes a “one-stop shop” approach involving all agencies that serve people who are unemployed, including those with disabilities. As one of the required partners in Arkansas’s one-stop system, called the Career Development Network (CDN), ARS participates in each of 10 local regions with office space, resources, and personnel. ARS’s involvement in the CDN system provides Arkansans with disabilities increased opportunities to achieve gainful employment and independent living.

1.3. Program Descriptions

ARS has demonstrated a solid record of achievement in serving individuals living with disabilities. However, it is important that we enhance our efforts to inform individuals living with disabilities, other stakeholders and the general public of services available through ARS.

A description of each of the three areas is as follows:

Field Program, Including the Business Relations Program

The ARS Field Program is a network of 19 regional offices serving all 75 counties that assist individuals with disabilities. Each vocational rehabilitation (VR) counselor in a field office provides diagnosis, counseling, and guidance to determine an individual's functional capabilities and limitations and to develop an education and training plan, along with support services, to help the individual prepare for and secure meaningful employment and to live as independently as possible. Physical and cognitive restoration services such as corrective surgery or therapeutic treatment may be provided to correct or modify a stable or slowly progressive physical or mental impairment that constitutes a significant barrier to employment.

The Business Relations Program was begun in 2008 as a part of the Field Program. Its purpose is to assist business owners and employers in developing short- and long-term strategies relating to disabilities issues in the workplace. Business relations representatives located throughout the state assist with staffing, education, workplace accommodations and assistive technology, financial incentives for employers who hire individuals living with disabilities, and accessibility issues.

In the federal fiscal year (Oct. 1, 2009-Sept. 30, 2010), the Field Program exceeded its goal of increasing the number of clients served by 8 percent over the previous year. The goal was 2,549 successful closures, and 2,641 successful closures were achieved. The Business Relations Program placed 324 clients in jobs, with 318 remaining employed after 90 days.

Special Programs

ARS Special Programs serve a variety of needs relating to individuals with disabilities. Programs to be addressed in the marketing plan are those that serve clients directly—the Increasing Capabilities Access Network (ICAN), the Arkansas Kidney Disease Commission (AKDC), and the Arkansas Governor's Commission on People with Disabilities (AGCPD).

- The Increasing Capabilities Access Network (ICAN) is a 100 percent federally funded grant program that provides assistive technology (AT) to Arkansans of any age with disabilities. The program provides expertise regarding the utilization and acquisition of AT either at home, at work, at school, or in the community. The ICAN Clearinghouse has a variety of equipment and devices for demonstration or for short-term loan to professionals, caregivers, and persons with disabilities. During the 2009-10 federal fiscal year, ICAN provided information/referral services to 1,542 individuals. In addition, 779 pieces of equipment donated to ICAN with a total retail value of \$440,760 were cleaned and refurbished and then given at no charge to Arkansans in need through the program's equipment reutilization program.
- The Arkansas Kidney Disease Commission (AKDC) provides assistance to Arkansans who have been diagnosed with end-stage renal disease requiring regular kidney dialysis treatments

or who have received kidney transplants. Primary services provided include payment for a limited number of prescription drugs and pre-transplant dental services. During state fiscal year 2009-10, the AKDC provided services to 1,107 clients.

- The Arkansas Governor's Commission on People with Disabilities is appointed by the governor to assist in designing and responding to policies that affect the lives of Arkansans living with disabilities. The Commission participates in four major activities: Scholarship Program, Youth Leadership Forum, Disability Awareness Week/Day, and Mentoring Day.

Alternative Financing Program

The Alternative Financing Program provides persons living with disabilities access to extended-term, at- or below-market-rate loans for the purchase of assistive technology. Assistive technology includes devices and/or services that assist individuals with disabilities at work, in school, at home, or in recreation and leisure activities. For fiscal year 2009-2010, seven loans were approved, bringing to 22 the number of loans approved to date. However, we are currently utilizing only 13 percent of our loan capacity and would like to see a significant expansion of this service.

1.4. Scope of Work

The needs of ARS often require immediate action or response from the contractor. The contractor is expected to understand the inner workings and needs of vocational rehabilitation services and delivery, be flexible, and have the ability to deliver a high level of account service and results working with short timelines and deadlines.

The contractor will work with ARS to develop and implement a marketing and communications plan for the targeted programs outlined above and for the division as a whole. Execution will include determining the feasibility of a name change for the agency, developing materials, and assisting with procuring products and services such as purchase of advertising.

Over the period of the contract, the contractor will meet with ARS and other necessary parties to assess and research the needs and then coordinate the development, implementation, and management of the marketing and communication plan.

Contractor will provide all labor, equipment, facilities, supplies, and other services as needed or specified.

Working with the Arkansas Rehabilitation Services Division, the contractor will be expected to perform the following:

1. Conduct a research-based study to determine whether a name change for ARS would enhance the agency's public image, to recommend a new name if it is determined that a name change is desirable, and to develop a rollout plan for introducing the new agency name.
2. Prepare an annual marketing and communications plan and strategy for the division overall, with specific focus on the areas previously discussed—Field Program (including Business Relations), Special Programs (ICAN, AKDC, and GCPD), and Alternative Loan Financing Program.
3. Advise on the most effective means of communications and/or venues for communicating directly to decision-makers and key stakeholders.

4. Translate the goals outlined in the marketing plan into effective communications strategies.
5. Develop creative products for print, broadcast, and/or electronic media.
6. Recommend, negotiate, and secure media placements.
7. Maintain flexibility with the plan as needs and circumstances change throughout the contract term.
8. Respond quickly to immediate demands or unforeseen opportunities as they occur.
9. Have an up-to-date knowledge of Website capabilities, development, and functionality and assist ARS in developing and maintaining its Website within the parameters of state-defined guidelines.
10. Evaluate, hire, and administer subcontractors, if required, for purposes such as, but not limited to, market research, video production, specific market consultants, or other services. All subcontractors must be approved in writing by ARS.
11. Provide weekly status updates and attend marketing strategy sessions and other planning and/or creative sessions as necessary.
12. Evaluate marketing efforts and provide written documentation of results.

1.5. Vendor Minimum Qualifications

To select a qualified, experienced vendor, the Arkansas Rehabilitation Services Division has established the following minimum qualifications:

1. The vendor must provide evidence of financial stability through most recent audited financial statement or similar documentation.
2. The vendor must have a home office located in Arkansas; however, joint ventures that include both Arkansas-based and out-of-state partners are acceptable.
3. The vendor must have experience in conducting market research, including, but not limited to, surveys and focus groups, and in advising client on course of action based upon the results of market research.
4. The vendor must have experience in designing and managing marketing campaigns.
5. The vendor must have experience in conceptualizing, designing, and producing marketing promotional materials, including, but not limited to, videos, websites, brochures, direct mail, electronic marketing and advertising, internal and external communications, and other promotional items.
6. The vendor must have experience in conceptualizing, designing and producing print, broadcast, and electronic advertising that have been utilized nationally and/or regionally.
7. The vendor must have experience in researching and making media placements on the state level.
8. The vendor must have experience in tracking and/or monitoring results to provide accountability.
9. The vendor or principals must demonstrate, at a minimum, two years as a provider of multimedia marketing activities.
10. It is preferable, although not required, that the vendor should have experience in targeted marketing of vocational rehabilitation and/or education and training programs.

1.6. Responsibilities of Arkansas Rehabilitation Services

1. Provide information necessary for contractor to begin the development of all planning, development, production, and execution of marketing and communications strategy.

2. Facilitate face-to-face meetings with appropriate personnel and others to allow the vendor insight into the marketing and communications needs.
3. Provide written approval of project plans, materials, and budgets.
4. Receive, verify, and pay invoices from the contractor.

1.7. Anticipated Time Table

Request for Proposals issued: March 22, 2011

Closing date for receipt of questions: March 29, 2011

Answers to questions to be posted an addendum: March 31, 2011

Bid Opening: April 15, 2011; 10:00 a.m.

Completion of proposal review: April 26, 2011

Oral presentations: To be scheduled between April 28 and April 29, 2011

Anticipation to award notice: To be determined and will be posted for 14 days

Contract start: Upon contract approval

Section 2 INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1. Minority Business Policy

Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1.2.503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion."

Check minority designation:

African American_____ Hispanic American_____ American Indian_____

Native American_____ Asian_____ Pacific Islander_____

AR Certification number _____

2.2. Equal Employment Opportunity Policy

In compliance with Act 2157 of 2005, the Arkansas Rehabilitation Services Division is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies must be submitted as a hard copy accompanying the solicitation response. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

2.3. Act 157 of 2007 Employment of Illegal Immigrants

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.

2.4. Type of Contract

Pursuant to Arkansas Code Annotated § 19-11-238 the term of the contract shall be from date of award to June 30, 2011, subject to renewal.

2.5. Caution to Bidders

1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
2. Vendor(s) must submit 1 (one) signed original proposal on or before the date specified on page one of this RFP.
3. The vendor(s) should submit six (6) complete electronic versions of the RFP response, preferably in MS Word/Excel format, on CD.

4. Failure to submit the required number of copies with the proposal may be cause for rejection.
5. If the Arkansas Rehabilitation Services Division requests additional copies of the proposal, they must be delivered within twenty-four (24) hours of request.
6. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract must have signed the proposal.
7. All official documents and correspondence shall be included as part of the resultant contract.
8. The Arkansas Department of Rehabilitation Services Division reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
 - b. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - c. Failure to sign an Official RFP Document.
 - d. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP
 - e. Failure to meet or exceed the specifications.

2.6. RFP Format

Any statement in this document that contains the word “must” or “shall” or “will” means that compliance with the intent of the statement is mandatory, and failure by the Vendor(s) to satisfy that intent will cause the proposal to be rejected. It is recommended that Vendor(s) respond to each item or paragraph of the RFP in sequence. Items not needing a specific Vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and Vendor(s) must identify the specific page and paragraph being referenced.

2.7. Alteration of Original RFP Documents

The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Arkansas Rehabilitation Services Division. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

2.8. Requirement of Addendum

This RFP may be modified only by addendums written and authorized by the Arkansas Rehabilitation Services Division. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the ARS website, <http://www.arsinfo.org/archives.aspx>, for any and all addendums up to that time.

2.9. Delivery of Response Documents

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Arkansas Rehabilitation Services Division after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

2.10. Additional Terms and Conditions

The Arkansas Rehabilitation Services Division objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

2.11. Anticipation to Award

After complete evaluation of the bid, the anticipated award will be posted on the ARS website, <http://www.arsinfo.org/archives.aspx>, and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Arkansas Rehabilitation Services Division reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the ARS website at <http://www.arsinfo.org/archives.aspx>.

2.12. Past Performance

In accordance with provisions of the State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding-Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement or the Arkansas Department of Career Education at the time of

the bid opening. Documentation may be in the form of either a written or electronic report, VPR, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

2.13. Governor's Executive Order

Bidders should complete the Disclosure Forms posted with this bid and contained in the Appendix.

Section 3 EVALUATION CRITERIA AND PROCESS

3.1. Proposal Content

The evaluation of the proposal involves the point scoring of each proposal according to pre-established criteria as follows:

1. The proposal must detail vendor's familiarity and proven experience with developing and implementing marketing and communication campaigns that target specific audiences and build brand awareness.
2. The proposal must detail the numbers of years in business as a full-service agency and show ability to produce creative materials and services. Qualifications of staff must also be indicated.
3. The proposal must show experience in market research and analysis.
4. The proposal must show experience in video production.
5. The proposal must show experience in website development and design.
6. The proposal must show experience in development of brochures and promotional materials.
7. The proposal must show experience in special event planning and marketing.
8. The proposal must show experience in media buying and ad placement.
9. The proposal must detail how the proposed materials/services will be organized into a coherent and consistent campaign.
10. The proposal must present detailed budget proposal.
11. The proposal must describe relevant awards and recognitions

3.2 Proposal Sections

The proposal should be tabbed and labeled to facilitate ease of verifying mandatory requirements. Suggested format for the responses and proposals can be found in the chart below. A full description of what should be included in each section follows the chart.

SECTION	TITLE
1.0	Executive Summary
2.0	Corporate Overview
3.0	Qualifications of Staff
4.0	Client Profile
5.0	Client References
6.0	Description of Experience Developing Comprehensive Marketing Campaigns
7.0	Description of Experience in Marketing Research and Analysis
8.0	Description of Experience in Video Production
9.0	Description of Experience in Website Design and Development
10.0	Description of Experience in Development of Brochures/Promotional Materials
11.0	Description of Experience in Special Event Planning
12.0	Description of Experience in Media Buying and Ad Placement
13.0	Description of Development of Coherent and Consistent Campaign
14.0	Detailed Budget
15.0	Relevant Awards or Recognitions
Attachments	OSP-Required Forms
Separate Packet	Work Samples
Separate Packet	Examples of Fee Schedules

3.2.1. Executive Summary

Provide an executive summary of one page or less highlighting main points of the proposal and briefly explaining why your firm is the right one for this account.

3.2.2. Corporate Overview

Provide the following information:

1. Corporate name
2. Address
3. Telephone
4. Year agency founded
5. Listing of other U.S. offices
6. Response prepared by and title
7. If your firm is a subsidiary of, or affiliated with, another company or advertising vendor, please discuss your relationship with the parent, affiliates and with other offices of your company, including use of resources for creative, research, media, integrated marketing, etc.
8. Brief biography of the principal employees in the agency (name, title, years with firm, previous experience, skill sets, and awards).
9. Describe your experience with vocational rehabilitation or education related accounts.
10. Describe your public relations capabilities.

3.2.3. Qualifications of Staff

Provide the following information:

1. Brief biography (name, title, years with firm, previous experience, education, skill sets, awards) of the person who would primarily be serving ARS account, the rationale for this choice, and an approximate amount of time (percentage) this person would devote to this account.
2. List other accounts this person would be responsible for handling.
3. List other persons who likely would deal with the ARS account, along with a brief description of their experience and skill sets.
4. Provide a list of all major sub-contractors (if any) you anticipate could be part of the team servicing the ARS account.

3.2.4. Client Profile

Provide the following information:

1. Describe in percentages the work your firm does on an annual basis. For example, consumer product marketing 20%, business-to-business 30%, consumer services 15%.

2. List percentage of your firm's payroll in 2010 accounting for the following services:

- a. Account service _____%
- b. Creative development _____%
- c. Media (planning, negotiating and buying) _____%
- d. Research/account planning _____%
- e. Print production _____%
- f. Website development and management _____%
- g. Broadcast production _____%
- h. Public relations _____%
- i. Event planning/management _____%
- j. Other (specify) _____%

3.2.5. Client References

Provide a list of at least three (3) client references for whom your firm performed work similar to the work outlined in this RFP. Provide the following information:

1. Company name, address and phone number.
2. Company contact name, address and phone number.
3. Nature of services provided, including any sub-contracted services.
4. Approximate amount of the contract.

Client references will be contacted and asked to confirm the following:

1. That your firm has successfully performed work of a similar nature to that detailed in this RFP.
2. That your firm met all obligations under the afore-mentioned agreement with regard to the quality of work, deadlines, and agreed-upon cost.
3. That your firm and all staff conducted themselves in a highly professional and ethical manner.

3.2.6. Description of Experience in Developing Comprehensive Marketing Campaigns

Describe experience in developing comprehensive marketing campaigns for organizations, particularly any campaigns for education-related or vocational-rehabilitation-related clients. Include details regarding campaign purpose, branding techniques, materials developed, length of campaign, results, and any other relevant information.

3.2.7. Description of Experience in Marketing Research and Analysis

Describe experience in conducting marketing research and analysis, particularly if your agency has done any work with organizational name changes. If your firm has not been involved in assisting an organization with researching a name change, describe process you might use.

3.2.8. Description of Experience in Video Production

Describe experience in video production, particularly any work for education-related or vocational-rehabilitation-related clients. Indicate purpose of video, audience, length, and other pertinent information. Indicate whether work was done in-house or subcontracted.

3.2.9. Description of Experience in Website Design and Development

Describe experience in Website design and development, particularly any work for education-related or vocational-rehabilitation-related clients. Indicate whether work was done in-house or subcontracted.

3.2.10. Description of Experience in Development of Brochures/Promotional Materials

Describe experience in development of brochures and other promotional materials, particularly any work for education-related or vocational-rehabilitation-related clients. Describe each and indicate the item, purpose, audience, and other pertinent information.

3.2.11. Description of Experience in Special Event Planning

Describe experience in planning special events such as media days, open houses, celebrations, etc. and provide details on results, i.e., attendance, media coverage, etc.

3.2.12. Description of Experience in Media Buying and Ad Placement

Describe experience in media buying and ad placement. Discuss print, radio, and television placements and outline geographic areas in which your firm frequently places ads.

3.2.13. Description of How Materials/Services Will Be Organized in Coherent and Consistent Campaign

Describe how your firm would develop a coherent and consistent campaign using a combination of any or all of the above materials. Describe process to be used for rolling out a name change should market research indicate the desirability of changing the name. Explain your steps and choices and why you think they would be effective. If you would recommend other materials or services not listed, describe what you would add and why.

3.2.14. Detailed Budget

Provide an itemized, detailed budget for this campaign.

3.2.15. Relevant Awards or Recognitions

Describe any awards your firm has received that are relevant to the needs outlined in this proposal.

3.2.16. Attachment of Forms Required by the Office of State Procurement

Complete forms required by the Office of State Procurement and submit as attachment to the proposal. The required forms are included as part of this RFP.

3.2.17. Work Samples

Provide in a separate packet work samples to accompany the proposal. Samples should clearly demonstrate and highlight your agency's ability in market research and analysis, creative design, writing, and production. Include the following:

- Survey instruments, particularly those that are relevant to exploration of an organizational name change
- Logos
- Videos
- Brochures, direct mail, flyers, ads for print media
- Television ads and radio ads
- Internet marketing
- Website addresses for websites your agency was responsible for creating and developing
- Creative promotional items
- Other samples as vendor deems relevant

3.2.18. Examples of Fee Schedules

Provide in a separate packet examples of fee schedules for similar projects. Submit documentation of the last three (3) jobs comparing budget to actual costs.

3.3. Evaluation Process and Criteria

Proposals will be evaluated primarily on elements OTHER than cost.

Submission of a proposal implies vendor acceptance of the evaluation technique and recognition that subjective judgments must be made by the evaluation committee.

The proposal must present the total cost of job, including all taxes and fees. Hourly rates and non-fixed costs will not be accepted.

Proposals will be evaluated in the following three phases:

Phase 1: The first phase will be a determination whether mandatory requirements of this request for proposals have been agreed to and/or met. The determination will be made on the basis of detailed and documented evidence that vendor meets minimum qualifications as outlined above.

Any proposal that is incomplete may be rejected.

Phase 2: The second phase will consist of evaluation of vendors meeting the minimum qualifications by an evaluation committee using the following criteria:

Proposals (Total 85 Points)

- Understanding of agency mission and goals and evidence of ability to translate into a marketing and communications plan—(25 points)
- Knowledge of market research strategies and analysis, specifically for consideration of an agency name change, and subsequent rebranding, if name change is implemented—(10 points)
- Organizational overview documenting vendor experience, knowledge, and technical skills to design a variety of communications items—(25 points)
- Budget proposal/fee schedule—(10 points)
- Client references and work samples—(15 points)

Note: Vendors must score a minimum average of 75 points to be considered for an oral presentation.

Phase 3: The third phase will be oral presentations by the vendors selected in the second phase. After evaluating all the proposals and based on the proposal evaluation scores, the evaluation committee will choose those vendors submitting the proposals judged to best meet the requirements of the Scope of Work. Those vendors will be asked to make an oral presentation which will include demonstration and clarification of their proposals as relating to the needs of ARS. The oral presentation will be scored on the following criteria:

Oral presentations (Total 15 points)

- Creativity and focus—(10 points)
- Evidence of ability to adhere to outline and timeline—(5 points)

The final selection of the successful firm shall be based on the firm's responsiveness to the RFP, including the oral presentation. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the highest cumulative point total, combining all sections for scoring, subject to final negotiations.

3.4. Oral or Written Clarification of Vendor Proposals

During initial evaluation of written proposals, the ARS evaluation committee may deem it necessary to invite vendors to clarify or elaborate on matters of interest to the committee. The committee may request any, all or none of the vendors to respond in writing or appear before the committee. The committee is not required to request information from all vendors.

If the committee requests clarification in writing or in appearance before the committee, the vendor will be notified, and written questions will be delivered to the vendor. Vendor will be instructed whether to respond in writing or to appear before the committee, and if an appearance is requested, the date, time, and place will be provided. All responses will be subject to being recorded. Responses made orally must be confirmed in writing and shall become a part of the respondent's final response.

A vendor's inability or decision not to provide a clarification may be cause for rejection of the proposal.

Oral and written clarifications of particular vendors' proposals will not be shared with all vendors. If questions or clarification requests are submitted by a vendor or vendors regarding the RFP, those questions and answers will be put on the OSP website as an addendum so that all vendors are made aware of the submissions and responses.

3.5. Oral Presentation

The vendors who will be offered the opportunity to make oral presentations to the committee must submit a detailed agenda that outlines the material to be covered in the presentation. Only those who will be directly involved in managing, planning, and implementing the work should attend and present. Presentations must adhere closely to the pre-approved outline and will be required to stay within a 90-minute time limit (1 hour for presentation, 30 minutes for questions).

Section 4

STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Arkansas Rehabilitation Services Division according to the outline provided in this RFP with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid 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. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been

complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and

ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this 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 bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: 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.