

ARKANSAS SOYBEAN PROMOTION BOARD

Minutes

January 25, 2024

12:00 p.m.

Member(s) present: Josh Cureton, John Freeman, Douglas Hartz

Member(s) present via Zoom: Shannon Davis, Brad Doyle, West Higginbotham, Donald Morton, Rusty Smith,

Member(s) absent: Joe Thrash

Chair John Freeman called the meeting to order and welcomed members and guests.

Chair Freeman stated this meeting is in response to the January 10, 2024, meeting regarding the review of the Request of Proposal related to contracting communications and public relations services. To gain more clarity on some of the differences in moving from the last administrator, Farm Bureau, to the new administrator, Arkansas Department of Agriculture. His first question was what the difference is between a Request of Proposal (RFP) versus a Request of Qualification (RFQ).

Tamara DeBord and Tanya Freeman with the Office of State Procurement (OPS) explained the differences between RFP and RFQ, with the main difference being that a RFQ does not consider service cost, but an RFP does.

Scott Bray, Plant Industries Division Director with the Arkansas Department of Agriculture, explained the process was initiated as a RFQ but was denied by the director of OSP and presented the denied RFQ. **Attachment 1.**

Chair Freeman stated his concern regarding loosing touch with their consumers and growers during the time it takes to complete the RFP process.

Tanya Freeman explained the option of a Special Procurement that could tie the board over until the RFP process is completed.

Chair Freeman stated this meeting was intended to review the RFP today, implement necessary adjustments, and get the RFP ready for approval.

Douglas Hartz raised the question regarding the review committee selection process and the full board not having the ability to review everything.

Tanya Freeman explained that the evaluation process is confidential by law and that as soon as two or more board members meet it becomes a public meeting and therefore the evaluation process would no longer be confidential.

Scott Bray presented the current RFP draft. **Attachment 2.**

Discussion followed.

Chair Freeman stated his concerns regarding staying in compliance with USDA and the United Soybean Board (USB).

The Board decided to pursue a Special Procurement, to ask OSP if they would reconsider an RFQ and if not to elevate the request to the Governor for an exemption, and for the individual board members to review the current RFP draft and to develop a final draft.

March 7th and 8th were finalized as the dates for the funding meeting.

Chair Freeman presented and discussed Take the Vacation LLC Travel Advisor's proposal. **Attachment 3.**

Motion Brad Doyle, seconded by Josh Cureton to accept Take the Vacation LLC's proposal.

Motion Carried.

Meeting adjourned.



John Freeman, Chairman



DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
OSP Director Approval Request
Request for Qualifications (RFQ)

Complete all sections of this *OSP Director Approval Request—Request for Qualifications* form and follow the steps specified in the *Request for Qualifications Procedures*. Email the completed form to the Office of State Procurement review mailbox at osp.review@arkansas.gov to ensure timely review.

Procurement Unit Requesting the RFQ

Requesting Department: 9901 - Department of Agriculture

Requesting Division: Soybean Promotion Board

Purchasing Contact: Inoussa Zaki Phone Number: 501-225-1598

Email: inoussa.zaki@agriculture.arkansas.gov

General Information

Description of Service/Commodity: Public relations services

Start Date of Resulting Contract: 10/1/2023 Expiration Date of Resulting Contract: 9/30/2030

Total Projected Cost: \$2,600,000

Why is an RFQ the most suitable method of procurement?

The Board needs a service provider capable of creating and implementing a comprehensive multi-media public relations campaign that produces the best outreach and marketing for the Arkansas Soybean Promotion Board

Why should cost not be considered in the procurement?

The qualifications of the contractor/vendor is the priority, and only factor, of the Arkansas Soybean Promotion Board. It is in the best interest of the soybean growers to receive the best qualified contractor/vendor despite the cost. A provider familiar with agriculture and particularly soybean production and marketing is essential in targeting promotion and educational efforts at the correct audiences.

How will the cost of the contract be controlled?

The cost will be controlled through contract negotiations once a qualified vendor is selected.

Provide additional details as needed.

To Be Completed by Office of State Procurement Director

- Approved as to Form: The requestor has submitted an acceptable rationale to justify the request.
- Denied: The requestor has not submitted an acceptable rationale to justify the request and should utilize the appropriate method of procurement required by law.


Director Signature

9/13/2023
Date

Not unless the Governor approves. Many other departments use RFPs for this same type of solicitation. Price is only 30% of the consideration when using an RFP



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

REQUEST FOR PROPOSAL
 SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000283	Solicitation Issued:	January 25, 2023
Description:	Public Relations Service		
Department:	Department of Agriculture, Soybean Promotion Board		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Proposal Opening Date:	Month XX, 202X	Proposal Opening Time:	2:30 PM, Central Time
<p>Proposal submissions for this Request for Proposal must be submitted through ARBuy, the State's eProcurement system. It can be accessed at arbuy.arkansas.gov. Proposals received after the submission deadline may be rejected as untimely.</p>			

LIVE PROPOSAL OPENING INFORMATION	
Teams Meeting Link: Meeting ID: Passcode: Call in (audio only): Phone conference ID:	501.244.3310 or find a local number

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Procurement Specialist:	Cyndle Jump	Procurement Specialist's Direct Phone Number:	501-324-9314
Email Address:	Cyndle.Jump@arkansas.gov	TSS OSP's Main Number:	501-324-9316
TSS OSP Website:	transform.ar.gov/procurement/		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the TSS Office of State Procurement (TSS OSP) for the Department of Agriculture (“ADA” or “Department”), Arkansas Soybean Promotion Board / Qualified State Soybean Board (QSSB) to obtain pricing and a contract for Public Relations Service.

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 TSS OSP, not the Department.

1.2 OBJECTIVE AND GOALS

- A. The ADA is seeking to increase knowledge and awareness about the activities of the Arkansas Soybean Promotion Board / Qualified State Soybean Board; promote uses for soybeans and encourage interest among youth about careers in agriculture.
- B. The ADA wishes to effectively communicate the importance of the soybean industry and inform and provide opportunities for soybean producers, consumers, and students to learn about agriculture in the State of Arkansas.
 1. Arkansas Soybean Producers
 - a. The ADA wishes to inform soybean producers about how the QSSB invests checkoff dollars in research, promotion, and education. The checkoff investments could increase the soybean producer’s profitability.
 2. Arkansas Consumers
 - a. The ADA wishes to inform Arkansas Consumers that the food industry utilizes soybean oil and meal in a variety of ways. Consuming those food products supports Arkansas soybean farmers.
 3. Arkansas Students
 - a. The ADA wishes to provide opportunities for high school students to learn about agriculture careers in the Arkansas soybean industry.

1.3 BACKGROUND AND CURRENT ENVIRONMENT

The Department is the administrator of the Soybean Promotion Board. This Request for Proposal has been requested by the Soybean Promotion Board for the purpose of educating the public and promoting Arkansas soybean production.

1.4 TYPE OF CONTRACT

- A. As a result of this RFP, TSS OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is May 1, 2024, 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 Department, the contract may be renewed by TSS 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.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.

- C. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. “Shall” and “must” mean the imperative and are used to identify Requirements.
- G. “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.
- H. “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.

1.6 SOLICITATION SCHEDULE

For informational purposes, TSS 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
RFP Release to Prospective Contractors	January 25, 2024
Deadline for Prospective Contractor Questions	February 8, 2024 @ 8:00 pm
Answers to Questions Posted to ARBuy*	February 15, 2024
Proposal Due Date	February 22, 2024 @ 2:30 pm
Initial Proposal Evaluation*	February 27, 2024
Interviews*	March 11-13, 2024
Final Proposal Evaluation*	March 13, 2024
Discussions Kick Off Meeting*	March 18, 2024
Finalize Discussions*	March 25, 2024
Post Anticipation to Award*	April 1, 2024
Award Contract*	May 1, 2024

1.7 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 TSS OSP Procurement Specialist of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive

Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.

- C. Prospective Contractors may contact the TSS OSP Procurement Specialist with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by TSS 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 TSS OSP.
- E. Only an addendum written and authorized by the State will modify the Solicitation.
 - 1. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the Solicitation.

1.8 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 as a separate excel file 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 at least seventy-two (72) hours before the proposal opening time.
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.
 - 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 § 19-11-104, 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 Proposal 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 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** be a full-service advertising and marketing firm physically located in the United States with experience in the following:
 - 1. Successfully developing advertising and marketing plans
 - 2. Developing, hosting, and maintaining websites and social media accounts
 - 3. Providing public information/education/awareness-oriented campaigns and social norming methods on projects of a similar size and scope to those specified in this RFP
- B. The Prospective Contractor **shall** have a minimum of five (5) years' experience in Public Relations Service and/or Marketing.
- C. The Prospective Contractor **shall** have the ability to represent the QSSB professionally.
- D. The Prospective Contractor **shall** have excellent communication skills and be able to communicate with Board members, Arkansas Soybean Producers, Arkansas Consumers, and Arkansas Students in a professional manner.
- E. The Prospective Contractor **shall** have exceptional organizational skills.
- F. The Prospective Contractor **shall** have extensive knowledge and experience with industry's best practices in Public Relations Services.

2.2 GENERAL REQUIREMENTS

- A. The Contractor **shall** attend all regularly scheduled board meetings and special called meetings at the request of the QSSB Chairman. The Contractor's role at these meetings is to help the QSSB identify board programs that need to be communicated. Scheduled dates/times for meetings will be at the QSSB's discretion.
- B. The Contractor **shall** proactively communicate with producers about agricultural issues that affect them.
- C. The Contractor **shall** provide the QSSB with a promotion report at all regularly scheduled meetings in March, August, and November. The type of report will be determined by the ADA and the awarded Contractor.
 - 1. Within 30 days of the termination of this Agreement, the Contractor **shall** submit a final report describing all expenditures, finished and unfinished work, results, and conclusions.
- D. The Contractor **shall** represent the QSSB at various producer meetings and in various producer and consumer publications.
- E. The Contractor **shall** develop a communication program geared towards the general public that includes, but is not limited to:
 - 1. Social media campaigns
 - 2. Participation in various consumer and student events
 - 3. Opportunities for board members and other soybean producers to engage with the general public.
- F. The Contractor **shall** provide both traditional and digital media. The plan should include the following tactics, to include but not be limited to:
 - a. Account Services
 - i. Communicate and coordinate work with vendors, staff, and clients.
 - ii. Manage, plan, and budget for each Fiscal Year, which will be July 1st through June 30th.

- iii. Identify and implement new opportunities to leverage Arkansas Soybean Promotion Board funds more effectively.
- b. Social media management
 - i. Develop monthly contentpro
 - ii. Research content for updates
 - iii. Manage social media channels
 - iv. Compose meta-data, digital copy for digital campaigns
 - v. Manage stock photography
 - vi. Monitor and compile metric analytics reports
 - vii. Implement strategies to increase engagement with the public
 - viii. Active invitations to like and follow social media channels
 - ix. Manage customizable page that houses all the important links for QSSB.
- c. The Contractor **shall** manage and further develop the current website. Website management should include the following tactics, to include but not be limited to:
 - i. Add/update content on the website
 - ii. Maintain web links and structure
 - iii. Publish trending news releases, newsletters, articles, etc.
 - iv. Evaluate, monitor, and optimize website health
- d. Creative production
 - i. Premium item inventory management
 - ii. Media and advertisement production
- e. Video production
- f. Media placement
- g. Event planning and management
 - i. National Nutrition Month
 - ii. National Soyfoods Month
 - iii. State Soybean Conference
- h. Public relations
 - i. Media monitoring and clipping
 - ii. Database and media list management
 - iii. Produce and distribute news releases
 - iv. Manage requests submitted through the Arkansas Soybean Promotion Board website
 - v. Development of new opportunities and partnerships
- i. Marketing
- j. Content development
- k. Field to Film: Career Snapshots and Featured Research

- i. Coordinate with feature talent for production
- ii. Production management
- iii. Video production management
- iv. Post-production management
- v. Copywriting
- vi. Digital publishing
- vii. Video promotion
- viii. Search engine optimization
- ix. Evaluate potential feature talent

2.3 INVOICING

- A. Contractor **shall** submit monthly invoices for fees and reimbursable expenses. Invoices **must** describe services performed during the period covered by the invoice and **must** itemize all reimbursable expenses.
- B. The Contractor **shall** provide the final invoice within thirty (30) days of the end of each fiscal year.

2.4 DATA OWNERSHIP AND CONTRACT TRANSITION

- A. The State **shall** retain sole ownership, right, title, and interest to all data collected and stored by the Contractor under a resulting contract, excluding intellectual property and exclusions governed by applicable State and Federal laws.
- B. At the end of the contract and after confirmed transfer of 100% of the State-owned data, deliverables, and products the Contractor has created, developed, produced, and managed while performing the services outlined in this RFP back to the State or their designee, the Contractor **shall** destroy all copies of the State-owned data the Contractor possesses.
- C. The Contractor **shall** ensure all data received as part of the Contract is used solely for the purpose of this contract and not shared, reused, or disseminated to any other party or entity without the express written consent of the ADA designated representative or as otherwise required under applicable State and Federal laws.
- D. Upon termination or expiration, should any subsequent contract for this or similar services be awarded to a provider other than the Contractor, the Contractor shall, to the greatest extent possible and reasonable, cooperate with the ADA in initiating a smooth and orderly transition to the next contractor.

2.5 HOSTING

- A. Prospective Contractors **shall** propose a Contractor hosted solution. Contractors proposing a Software as a Service (SaaS) solution will be considered under the Contractor Hosted model.
- B. All servers and data associated with the Arkansas instance of the Contractor Hosted Solution **must** reside in the continental United States.
- C. The State prefers the proposed system be hosted on a private cloud or a virtual private cloud. For the purposes of this RFP, a private cloud is either a single-tenant environment where the hardware, storage, and network are dedicated to the State, or a virtual private cloud, a multi-tenant environment with network isolation and private subnets. Contractors may propose other types of cloud in their proposal, but preferential scoring will be given for private or virtual private cloud.
- D. The Contractor **shall** perform all work on the proposed system from within the continental United States of America. The system **must not** be accessed from outside of the U.S.
- E. The Contractor **shall** be responsible for the acquisition and operation of all hardware, software, and network support related to the hosting services being provided.

- F. The Contractor **shall** develop and implement the system and all dependent hosted hardware in such a manner that allows for direct network communications with the Contractor's system and the exchange of data via approved industry standard protocols for interfacing with other systems as deemed necessary.
- G. The Contractor **shall** provision all environments.
- H. The system **must** be augmented by monitoring and cybersecurity tools.
- I. The Contractor **shall** keep all hosting-related software current and up to date.
- J. The Contractor **shall** provide the following during the Discussions phase: Change Control Policy, Cloud Security Policy, and Server Farm Architecture (separate technical documents with diagrams).

2.6 CODE ESCROW AND RELATED LANGUAGE

- A. As applicable, the Contractor **shall** maintain the source code with an escrow agent and list the State as an authorized recipient of the source code for instances in which the Contractor is unable to maintain the ADA's website system (i.e., business failure, etc.). These conditions **must** be specified in the escrow agent contract, and this contract **must** meet the approval of ADA prior to execution.
- B. For custom development, all elements of all items written under this Contract **must** be the property of ADA (except for permissioned stimuli).
- C. The Contractor **shall** identify which, if any, documents will be proprietary at the end of the contract and cannot be passed on by the ADA to a successor.

2.7 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.

SECTION 3 – SELECTION

3.1 SELECTION PROCESS

- A. TSS 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 TSS 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 qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee (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.

2. 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.
 3. 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.
 4. The final individual scores of the Evaluators will be recorded on the Pre-Interview Consensus Score Sheets and averaged to determine the group or consensus score and rank for each proposal.
 5. 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 TSS OSP to schedule an interview.
1. Prospective Contractors **shall** attend the interview as scheduled by TSS 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 Post-Interview Consensus Score Sheet, if they feel that is appropriate.
 4. The final individual scores of the Evaluators will be recorded on the Post-Interview Consensus Score Sheets and averaged to determine the group or consensus score and rank for each proposal.
- D. During the final consensus meeting, cost information will be provided to the Evaluators to allow them to determine if moving forward with the highest-ranking Prospective Contractor is the most advantageous to the State.
- E. 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.
- F. TSS OSP will submit responses and pricing received from the interviewed Perspective 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 sub-sections.
1. Each sub-section has been assigned a maximum point value of ten (10) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Points Possible.
 2. The Department has assigned Weighted Percentages to each sub-section according to its significance.

INFORMATION FOR EVALUATION SUB-SECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUB-SECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	20%	140
Solution	10	30%	210
Risk	10	20%	140
Interview	10	30%	210
Total Technical Score	40	100%	700

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

- B. The proposal's weighted score for each sub-section will be determined using the following formula:
- $$(A/B)*C = D$$
- A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section
- C. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the proposal.
- D. Proposals that do not receive a minimum Total Technical Score of 300 will not be subject to further consideration in the Solicitation process. The pricing for proposals that do not receive a minimum Total Technical Score of 300 will not be scored.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest **XXXXX year grand total as shown in Table One (1)** on the completed Pricing Response. (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 SUB-SECTIONS OF THE TECHNICAL PROPOSAL

A. Experience

1. The Experience sub-section 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 sub-section 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 sub-section 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.
 - i. 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 TSS OSP to schedule an interview. Prospective Contractors **shall** attend the interview as scheduled by TSS 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 TSS 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 TSS 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 Section 1.4, 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 (OSP Rule R8:19-11-229).
 - 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 § 19-11-240 and 19-11-245).
 - 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/contractor/index.html> and clicking the *Start Here* button.
- B. The Prospective Contractor represents and warrants that, prior to being awarded any executed contract resulting from this solicitation, the Prospective Contractor has taken or **shall** take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
 - 1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Prospective Contractor.
 - 2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature
 - 3. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is

delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.

- 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 § 19-11-105).
- E. 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.
 - a. The Contractor **shall** properly identify items being returned.
- F. 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.
- G. 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.
- H. 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).
- I. 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.
 2. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.

- J. 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 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who

are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.
- F. The proposed commodities, services, or both **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can found [here](#). Only those standards that are fully promulgated or have been approved by the Governor's Office apply to the solution.

4.4 MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

4.5 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.

Take the Vacation, LLC
Van Provence, Owner
60 County Road 7182 Jonesboro, Arkansas 72405
870-206-1314 Van@TakeTheVacation.com



Arkansas Department of Agriculture
January 24, 2024

Take the Vacation Travel Advisors propose the following:

- An 11% commission on all travel booked by Take the Vacation. Based on the figures from past years, this should remain under the \$20,000 threshold and provide a way to compensate the individual agent fairly.
- For billing and submission to the State of Arkansas, Take the Vacation would charge \$50 per hour, with a 1-hour minimum per trip where these services were needed or requested.
- For trip add-ons of a personal nature (i.e. adding a Walt Disney World trip to an already-established convention in Orlando), no commission billing to the State of Arkansas would be added. Those commissions would be paid directly to our agency by the supplier (in this example, Walt Disney World).
- Three to five agents, one of which is fluent in Spanish. would be selected from our roster to work with board members, ideally developing a business relationship with each board member where the board member would come to rely on that particular agent to handle his or her travel. Agents would then have the option of handling any personal travel the board member wished to book privately.

Notes:

The \$50 per hour charge would only be billed in cases where expenses need to be broken down for reimbursement to the board member by the State. We have a CPA who is part of our team who would perform this service. Obviously, she would work to learn the regulations regarding the state office of procurement. Should the board member wish to do this themselves, it will remain optional.

In instances where personal travel was mixed with state travel, the board member could opt to prepare the documentation needed for reimbursement or have the option of our CPA handling it.

Take the Vacation, LLC was established in 2021. Today, our roster includes approximately 70 agents from coast to coast. In 2023, Take The Vacation's agents sold more than \$8 million worth of travel to our clients.