



Procurement Services

University of Arkansas at Little Rock

2801 S. University Ave., Little Rock, AR 72204-1099 | (O) 501.916.3144 | (F) 501.916.3425

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Solicitation Number:	FB-23-018	Solicitation Issued:	
Description:	Water Cooler Rental and Service		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:		Bid Opening Time:	2:00 p.m., CST
<p>Bid submissions shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of suppliers to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids".</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>University of Arkansas at Little Rock Procurement Services - University Services Building C100 2801 South University Little Rock, AR 72204</p> <p>Suppliers are responsible for delivery of their bid documents to the University of Arkansas at Little Rock prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address. Supplier assumes all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective Supplier's name and return address

UA LITTLE ROCK CONTACT INFORMATION			
Buyer:	Noel Johnson	Main Number:	501-916-3144
Email Address:	bnbartlett@ualr.edu		

Section 1 - General Instructions and Information

Do not respond to items in this section unless specifically and expressly required

1.1. Purpose

The University of Arkansas at Little Rock (UA Little Rock) seeks to establish a contract with one or more suppliers for water cooler/dispenser rentals and delivery services. Currently, 14 departments or areas use a water delivery service, and several administrative and academic areas have expressed interest in gaining water delivery services.

UA Little Rock is committed to fostering a thriving, equitable, and ecologically just world. To advance our sustainability initiatives, we are requesting specifications for 5 gallon and bottleless water coolers/dispensers.

For more information about UA Little Rock, please see ualr.edu/about/.

1.2. Live Bid Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://ualr-edu.zoom.us/j/81658474454?pwd=Vm9SZks3VzY4aXJtSTBtUmZKRENOU09>

Meeting ID: 816 5847 4454

Meeting Password: 200138

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

Note: No award will be made at the bid opening, only the announcement of names of respondents and a preliminary determination of proposal responsiveness. Attendance at the solicitation opening is not required.

1.3. Type of Contract

- 1.3.1. As a result of this RFP, UA Little Rock intends to award a contract to multiple suppliers.
- 1.3.2. The anticipated starting date for any resulting contract is **January 2, 2024**. However, the university may adjust the contract start date for up to three calendar months.
- 1.3.3. The initial term of a resulting contract will be for two (2) years. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- 1.3.4. By submitting a signed proposal in response to this RFP, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.
- 1.3.5. Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

1.4. Schedule of Events

- 1.4.1. For informational purposes, UA Little Rock is providing a Solicitation Schedule of Events; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the university.

Event Description	Date
Release of RFP	October 17, 2023
Questions from Bidders due	October 27, 2023
Answers to questions posted*	November 1, 2023
Bid Deadline/ Bid Opening	November 14, 2023 @ 2:00 PM
Evaluation complete*	November 17, 2023
Post Intent to Award and Start of Negotiations Period*	November/December 2023
Award Commences*	January 2, 2024

Table A

1.5. University Contract Administrator

- 1.5.1. Jennifer Crosland, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of this contract.
- 1.5.2. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- 1.5.3. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other University personnel to assist with the administration of the contract.

1.6. Delivery and Shipping of Goods

- 1.6.1. The university requests delivery within **14** calendar days after the submission of an order. If this delivery schedule cannot be met, the supplier must state the number of days required to place the commodity in the proposal. Failure to communicate the delivery time obligates the bidder to complete the delivery by the requested date.
- 1.6.2. The supplier shall give the university immediate notice of any anticipated delays or delays caused by force majeure. See our Standard Terms and Conditions for the force majeure clause. Extended delivery dates may be considered when in the university's best interest.
- 1.6.3. All deliveries must be made during regular state work hours (8 AM - 4 PM), within the agreed-upon number of days unless otherwise arranged and coordinated with the university, and delivered to the FOB destination below:

FOB DESTINATION

University of Arkansas at Little Rock
2801 S. University Ave
Little Rock, AR 72204

- 1.6.4. Loss or damage that occurs during shipping or at any point before the university receives the order is the supplier's responsibility. All orders should be properly packaged to prevent damage during shipping.

1.7. Clarification of RFP Solicitation

- 1.7.1. Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in section 1.6 Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.
 - A. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
 - B. Prospective suppliers' If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
 - C. Prospective suppliers may contact the buyer with non-substantive questions before the proposal opens.
- 1.7.2. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.
- 1.7.3. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- 1.7.4. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.

1.8. Definition of Terms

- 1.8.1. The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.
- A. The words “bidder,” “proposer,” “contractor,” and “supplier” are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
 - B. “Responsive Proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
 - C. “Shall” and “Must” mean the imperative and are used to identify requirements.
 - D. “Requirement” signifies a requirement of the proposal and that supplier’s agreement to and compliance with that item is mandatory.
 - E. “Specification” means any technical or purchase description or other description of a commodity or service’s physical or functional characteristics or nature. “Specification” may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
 - F. The words “UA Little Rock,” “university,” “campus,” “UALR,” and “University of Arkansas at Little Rock” are used synonymously in this document.
 - G. The terms “Request for Proposal,” “RFP,” “Bid,” and “Solicitation” are used synonymously in this document.
 - H. The words “Hiring department,” “user(s),” “requestor,” and “departments” are used synonymously in this document to mean the end user requesting service.
 - I. “Redacted” means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
 - J. “Business Day” means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
 - K. “State Holiday” means the following days during the year when State Offices are closed:

Christmas Day	New Year’s Day
Christmas Eve	Thanksgiving Day
Dr. Martin Luther King Jr.’s	Veteran’s Day
Birthday	George Washington’s Birthday and
Independence Day	Daisy Gatson Bates Day
Labor Day	Memorial Day
 - L. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
 - i. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
 - ii. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.
 - M. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Little Rock, AR time.
 - N. “State” means the State of Arkansas.

1.9. Response Documents

- 1.9.1. Printed responses should be formatted no larger than 8.5in x 11in, limited to 12 double-sided pages, fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). **Metal or plastic coil binding is not allowed.**
- 1.9.2. Only documents submitted in the English language will be accepted.
- 1.9.3. The Technical Proposal Packet and Official Solicitation Price Sheet must be received on or before the bid opening date and time.
- 1.9.4. Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.9.5. Technical Proposal Packet

Prospective suppliers shall utilize the Technical Proposal Packet to submit responses. The packet should be marked "Original" and must include the following hard copies:

- Signed Proposal Signature Page.
- Signed Proposed Subcontractors Form, if applicable.
- Response to Information for Evaluation and Exceptions sections
 - Responses within the Information for Evaluation and Exceptions sections **must not** contain the prospective supplier's name or any other identifiers, including, without limitation, names of staff members, projects, and addresses.
- Other documents and information expressly as required in this solicitation.

The following items, which **must be submitted before a contract award**, may also be included with the Technical Proposal Packet.

- [EO 98-04: Contract and Grant Disclosure Form](#)
- Copy of prospective supplier's Equal Opportunity Policy
- Voluntary Product Accessibility Template (VPAT), if applicable.
- Procurement Services will issue the apparent successful supplier an invitation to PaymentWorks upon completion of the evaluation, release of the Intent to Award letter, and ALC approval.

Do not include pricing in the technical proposal packet. Instead, submit pricing as a separate document. (See Pricing in Standard Terms and Conditions.)

1.9.6. Official Solicitation Price Sheet

Prospective suppliers should utilize the Official Solicitation Price Sheet posted with the solicitation document and submit it separately from the Technical Response Packet.

- All pricing must be proposed in U.S. dollars and cents.
- Pricing document packet should be clearly marked "Pricing."
- In case of a discrepancy in the extended amount, the unit price shall prevail.

1.9.7. Recommended Documents

In addition to the Technical Proposal Packet and the Official Solicitation Price Sheet, the following items should be submitted:

- One (1) PDF copy of the Technical Response Packet on a flash drive.
 - The Information for Evaluation and Exceptions should be a separate file on the flash drive.
- One (1) PDF copy of the Financial Proposal Packet on a flash drive.
- All additional copies **must** be identical to the original hard copy.
 - In case of a discrepancy, the original hard copy shall govern.
- One (1) redacted (marked "REDACTED") copy of the original Technical Proposal Packet, on a flash drive. (See Proprietary Information in Standard Terms and Conditions.)

1.10. Acceptance of Requirements

- 1.10.1. Unless a prospective supplier expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the scope of this RFP by listing them on the Exceptions Form (See Technical Response Packet), the prospective supplier understands and agrees its submission of a proposal to represent that its proposal meets all such requirements.
- 1.10.2. A prospective supplier's proposal may be rejected if a prospective supplier takes exception to any requirements in the scope of this RFP.

1.11. Additional Terms and Conditions

- 1.11.1. This RFP incorporates all of the Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <https://ualr.edu/procurement/bids/>.
- 1.11.2. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions.
- 1.11.3. Unless a prospective supplier expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Commodities Contract or the Services Contract by listing them on the Exceptions Form (See Technical Response Packet), the prospective supplier agrees and shall adhere to all terms if selected as the successful supplier. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the university.
- 1.11.4. A prospective supplier's proposal may be rejected if a prospective supplier takes exception to any terms or conditions in the documents listed in 1.14.

Section 2 - Requirements & Specifications

Do not respond to items in this section unless specifically and expressly required

2.1. Requirements

- The supplier shall be entirely responsible for receiving, handling, storing, and delivering materials and equipment.
- The supplier will be fully responsible for the equipment and shall ensure they are working properly at all times.

2.1.1. Installation

- All transportation and installation arrangements will be the responsibility of the supplier.
- Bottled and bottleless water coolers and their installation will be provided on a supplier-furnished and installation basis.
- Initial delivery of equipment must be coordinated with the requesting department.
- Installation of equipment and any related filtration or water line system must be coordinated with Facilities Management.
 - Equipment requiring a water line system may not be installed without prior approval by Facilities Management.
- The supplier will be solely responsible for repairing any and all damage to the premises resulting from the installation process.
- The supplier shall remove all install crating and resulting debris upon completion of install.

2.1.2. Service Calls & Delivery Expectations

- The supplier shall respond to service calls within 72 university business hours.
- Supplier shall deliver requested products within 14 business days of receipt of a Purchase Order (PO) to the desired location.
 - Elevators may not be available in all locations.
- At no time may PET bottles, filled or empty, be left in hallways or breezeways, on sidewalks, or other locations not agreed upon with the requesting department in advance.

2.1.3. Maintenance, Repairs, & Replacements

- Routine maintenance and cleaning shall be performed by the supplier every three (3) - six (6) months for bottled water coolers and every six (6) - twelve (12) months for bottleless coolers.
 - Upon completion of maintenance and cleaning, the supplier will obtain signature confirmation from the department of completed work.
- In the event that a malfunctioning or worn out part is found, the supplier shall notify the department and obtain written authorization to conduct any additional cost repairs.
- Should any equipment be "aged out" and no longer serviceable, the supplier shall provide a replacement. If the replacement price is more than the original unit, the supplier shall obtain written approval from the department for the increased rental pricing.

2.1.4. Demo Station(s)

- The winning supplier(s) shall provide and install, free of charge, a minimum of one fully functional demo unit in the Office of Procurement Services or other campus location. Departments interested in gaining water services will have the opportunity to examine equipment before requesting a water cooler and associated services.
- Demo equipment shall be kept in top working condition at all times. Procurement Services will notify the supplier of any malfunctioning equipment to ensure UA Little Rock departments have access to fully functional demos.
- A free 60-day trial period for interested departments is an acceptable option in lieu of setting up and maintaining demo stations.

2.1.5. Personnel Requirements

- The following conduct is unacceptable for the supplier's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.

- The supplier shall warrant that they shall only assign employees who have passed a criminal background check to perform work under this contract.
 - The background checks shall demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.
- Supplier agrees to defend, indemnify and hold harmless UA Little Rock, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.
- Employees are to be uniformed personnel with name badges or other identification prominently displayed.

2.1.6. Reports and Deliverables

- The following reports shall be provided to the contract administrator within 14 days of the final business day of each quarter.
 - Current Equipment Placement List
 - Must include equipment model/number and campus location and last cleaning and maintenance service date.
 - Quarterly Service Call and Resolution
 - Must include request or service details as well as the time and date initial request was issued, responded to, and resolved.
 - Quarterly Delivery Call and Response
 - Must include date and time of delivery request and the date and time of product delivery.
 - Updates including but not limited to:
 - Account staffing changes.
 - Updates or changes to business ownership, insurance, equipment, or other information pertinent to the contract.
 - UA Little Rock recognizes a fiscal year starting on July 1 and ending June 30. Quarterly reports should follow the same schedule.
 - 1st quarter: July - September, 2nd quarter: October - December, 3rd quarter: February - March, and 4th quarter: April - June
- Invoices will be sent on a monthly basis
 - Invoice should include the following information:
 - UA Little Rock SPC or PO number associated with the invoice
 - Billing Cycle Dates
 - Invoice Number, Account Number, and Contact Information
 - Equipment Charge, Water Fees, and Service/Delivery Charges, Details, Tax, and Amounts.
 - Invoices may be paid via purchase order or P-card without additional fees.
 - Invoice Delivery Options:
 - Emailed to accountspayable@ualr.edu and CC the department contact.
 - Subject should include UA Little Rock Department, Invoice Month/ Year, and the Invoice number,
 - Mailed to:
 - ATTN: Accounts Payable
2801 S University Ave.
Little Rock, AR 72204

2.1.7. Additional Documentation

- Prospective supplier should list three (3) client references that have been provided water delivery services in the past two (2) years.

2.2. Equipment Specifications

The following specifications are provided to identify requirements and preferences regarding desired features for equipment catalog submission. Features that are available but not listed may still be provided or offered. Please note that multiple pieces of equipment can be included in the catalog submitted.

Top/Bottom Load Water Dispenser

Feature	Required	Preferred
Dispenses room or cool temperature water	X	
Dispenses multiple temperatures		X
Fits 3 - 5 Gal PET Bottles	X	
Hot Water Safety Features, if applicable		X
Cup dispenser		X
Energy Star Certified		X
Customizable Temperature Settings		X
Self-cleaning UV Feature		X
LED Heating Indicators		X
LED Low Water Indicator		X

Sustainable/Bottleless Option

In addition to the required and preferred features of top/bottom load water coolers, sustainable options have the additional requirements and preferences.

Feature	Required	Preferred
Reverse Osmosis Filtration or, at a minimum, 3-stage Filtration System	X	
Built-in Ice Maker		X
Touchless		X
Closed, sealed system		X
Self-cleaning UV Feature		X

2.3. Performance Standards

State law requires that qualifying contracts for services include Performance Standards to measure the overall quality of services provided. The university's Performance Standards are outlined in Table B.

- 2.3.1. Performance Standards identify expected deliverables, performance measures, or outcomes, and define the acceptable standards a supplier should meet to avoid assessment of damages.
- 2.3.2. The university may be open to Performance Standards negotiations before contract award, before the commencement of services, or throughout the contract duration.
- 2.3.3. The university **shall** have the right to modify, add, or delete Performance Standards throughout the contract's term should the university determine it is in its best interest to do so.
- 2.3.4. Any changes or additions to performance standards will be made in good faith following accepted industry standards, and may include the input of the supplier to establish reasonably achievable standards.
- 2.3.5. All changes made to the Performance Standards **shall** become an official part of the contract.
- 2.3.6. Performance Standards **shall** continue throughout the term of the contract.
- 2.3.7. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.

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- 2.3.8. If a Performance Standard is not met, the supplier will have the opportunity to defend or respond to the insufficiency.
- 2.3.9. The university **shall** have the right to waive damages if it determines there were extenuating factors beyond the supplier's control that hindered performance. In these instances, the university shall determine the performance acceptability.
- 2.3.10. Should any compensation be owed to the university due to the assessment of damages, the supplier should follow the direction of the university regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Response time to departmental requests/ communications	Within 72 hours of department request/communications	Failure to meet the standard may result in a negative Vendor Performance Report. If more than 3 instances in a billing cycle, the university may request up to 10% discount of invoice. Continued failure without resolution may result in contract termination.
Routine maintenance and cleaning	Performed every three (3) - six (6) months for bottled water coolers and every six (6) - twelve (12) months for bottleless coolers.	Failure to meet the standard may result in a negative Vendor Performance Report. Continued failure without resolution may result in contract termination.
Delivery and pickup is provided in a timely and professional manner and to the appropriate location	Within 14 business days of department request to the correct location	Failure to meet the standard will result in a negative Vendor Performance Report. If more than 3 instances in a billing cycle, the university may request up to 10% discount of invoice. Continued failure without resolution may result in contract termination.
Reports and Invoices received in a timely manner	Invoices sent to Accounts Payable within 14 business days after service/delivery completion	Failure to meet the standard will result in a negative Vendor Performance Report. Continued failure without resolution may result in contract termination.

Table B

Section 3 - Selection

- *Do not provide responses to items in this section unless specifically and expressly required.*

3.1 Technical Proposal Score

- 3.1.1. UA Little Rock will review each Technical Proposal Packet to verify submission requirements have been met. Technical Proposal Packets that do not meet submission requirements may be disqualified and may not be evaluated.
- 3.1.2. The UA Little Rock Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on the prospective supplier's response to the Information for Evaluation section included in the Technical Proposal Packet.
- 3.1.3. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFP evaluation factor, the response squarely meets or exceeds the requirements and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics.	Very High
4	Good	When considered in relation to the RFP evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the response's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

Table C

- 3.1.4. After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
- 3.1.5. After the committee discusses their individual scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
- 3.1.6. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the consensus score for each proposal.
- 3.1.7. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

3.2 Information for Evaluation:

- 3.2.1. The Information for Evaluation section has been divided into subsections. Items and questions have each been assigned a maximum point value of five (5).
- 3.2.2. Each subsection is weighted according to its significance as determined by the university. The total point value for each subsection is reflected below as the Maximum Raw Score Possible.

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INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
E.1 General Company Information	25	25%	175
E.2 Method and Approach	25	35%	245
E.3 Equipment Catalog	20	30%	210
E.4 Relevant Experience	10	10%	70
Total Technical Score	80	100%	700

Table D

*Subsection's Weighted Percentage x Total Weighted Score = Maximum Weighted Score Possible.

The supplier's weighted score for each sub-section will be determined using the following formula:

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

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

Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the Proposal. Responses that do not receive a minimum weighted score **450 or higher** may not move forward in the solicitation process. The pricing for proposals that do not move forward shall not be scored.

3.3 Cost Score

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the lowest price, as shown on the Official Solicitation Price Sheet. (See Grand Total Score for maximum points possible on the Financial Proposal.)

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

$(A/B)*C = D$	A = Lowest Total Cost B = Second (third, fourth, etc.) Lowest Total Cost C = Maximum Points for Lowest Total Cost D = Total Cost Points Received
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3.4 Grand Total Score

The Technical Score and Presentation Score will be added together to determine the Grand Total Score for the supplier. The supplier with the highest Grand Total Score will be selected as the apparent successful supplier. Based on the ranking of the proposals, the university may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible of being selected for award. (See Award Process.)

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

Table E

3.5 Discussions

Arkansas Procurement Law allows discussions with responsible offerors whose proposals have been determined to be reasonably susceptible to being selected for award. UA Little Rock reserves the discretion and the right to engage in discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and procurement rules.

After an initial evaluation, UA Little Rock may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Suppliers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

3.6 Prospective Supplier's Acceptance of Evaluation Technique

The submission of a Technical Proposal Packet signifies the prospective supplier's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

Section 4 - Terms and Conditions

Do not provide responses to items in this section unless specifically and expressly required.

4.1. Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American, or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors “may explain the circumstances preventing minority inclusion.”

- 4.1.1. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- 4.1.2. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as 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
- 4.1.3. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined 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.

4.2. Equal Employment Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, UA Little Rock must have a copy of the supplier's Equal Opportunity Policy before issuing a contract award. UA Little Rock will maintain a file of all supplier EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but suppliers are responsible for providing updates or changes to their respective policies and supplying EO policies upon request to other state agencies that must comply with this statute. Suppliers 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.

- 4.2.1. *EO Policies* may be submitted in electronic format to the following email address: procurement@ualr.edu , but should also be included as a hardcopy accompanying the bid response.
- 4.2.2. The submission of an *EO Policy* to UA Little Rock is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies and for supplying *EO Policies* upon request to other state agencies, which must also comply with this statute.
- 4.2.3. Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

4.3. Prohibition Of Employment Of Illegal Immigrants

- 4.3.1. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater shall certify with UA Little Rock that they do not employ or contract with illegal immigrants.
- 4.3.2. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. In addition, if selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

4.4. Restriction Of Boycott Of Israel

- 4.4.1. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- 4.4.2. This prohibition does not apply to:

- A. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- B. Contracts with a total potential value of less than \$1,000.

By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

4.5. Restriction Of Boycott Of Energy, Fossil Fuel, Firearms, and Ammunition Industries

- 4.5.1. In accordance with Ark. Code Ann. § 25-1-1002, respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.
- 4.5.2. The preceding does not apply to:
 - A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
 - An agreement with a total potential value of less than \$75,000, or
 - A contract under which the supplier's price for the goods or services is at least 20% less than the lowest certifying business.

4.6. Restriction Of Contracts with Scrutinized Companies

- 4.6.1. In accordance with Ark. Code Ann. § 25-1-1001, respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the bidder or hold a majority interest in the bidder. Bidder further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary or affiliate of bidder, or in a subcontractor to be employed by bidder
 - A "scrutinized company" is an entity in which the People's Republic of China holds 51% or greater ownership, and includes any for-profit parent, subsidiary and affiliate of such a company.
 - This restriction applies regardless of the source of the funds, but does not apply to exempt commodities and services.

4.7. Payment And Invoice Provisions

- 4.7.1. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
University of Arkansas at Little Rock ATTN: Accounts Payable 2801 South University Ave Little Rock, Arkansas 72204	ACCOUNTSPAYABLE@UALR.EDU

- 4.7.2. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- 4.7.3. UA LITTLE ROCK may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity.
- 4.7.4. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- 4.7.5. Suppliers shall provide an itemized invoice for all charges.
- 4.7.6. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.