



# 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 (RFP)

### SOLICITATION INFORMATION

<b>Solicitation Number:</b>	<b>FB-25-013</b>	<b>Solicitation Issued:</b>	<b>08/07/2024</b>
<b>Description:</b>	<b>Annual Synar Survey and Coverage Study</b>		

### SUBMISSION DEADLINE FOR RESPONSE

<b>Bid Opening Date:</b>	<b>08/28/2024</b>	<b>Bid Opening Time:</b>	<b>2:00 PM, CST</b>
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

### DELIVERY OF RESPONSE DOCUMENTS

<b>Delivery Address:</b>	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204  Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
<b>Bid's Outer Packaging:</b>	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective supplier's name and return address</li></ul> <b>Improperly marked packages may be opened for identification purposes.</b>

### UA LITTLE ROCK PROCUREMENT SERVICES CONTACT

<b>Buyer:</b>	Jack Higginbotham	<b>Buyer Email:</b>	<a href="mailto:jhigginbotha@ualr.edu">jhigginbotha@ualr.edu</a>
<b>Main Email:</b>	<a href="mailto:procurement@ualr.edu">procurement@ualr.edu</a>	<b>Main Phone:</b>	<b>501-916-3144</b>
<b>Website:</b>	<a href="https://ualr.edu/procurement/bids/">https://ualr.edu/procurement/bids/</a>		

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## Section 1 - General Instructions and Information

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

### 1.1. Purpose

The purpose of this Request for Proposal (RFP), issued by the University of Arkansas at Little Rock, is to solicit qualified and experienced firms to conduct the State of Arkansas' annual Synar survey and a coverage study to be implemented every three years.

### 1.2. About UA Little Rock

The University of Arkansas at Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant component of the city and state's growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see [ualr.edu/about/](http://ualr.edu/about/).

### 1.3. Live Bid Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link:

Meeting ID:

Meeting Password:

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.

### 1.4. Type of Contract

- 1.4.1. As a result of this RFP, UA Little Rock intends to award a contract to a single supplier.
- 1.4.2. The anticipated starting date for any resulting contract is **October 1, 2024**. However, the university may adjust the contract start date for up to three calendar months. 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.
- 1.4.3. The initial term of a resulting contract will be awarded through **September 30, 2025**. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock 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.
- 1.4.4. 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.
- 1.4.5. All IT procurement must comply with all state laws and appropriate Legislative Review, including Act 557 (see: [www.arkleg.state.ar.us/Acts/Document?type=pdf&act=557&ddBienniumSession=2015%2F2015R](http://www.arkleg.state.ar.us/Acts/Document?type=pdf&act=557&ddBienniumSession=2015%2F2015R)).

**1.5. Schedule of Events**

1.5.1. 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	<b>08/07/2024</b>
Questions from Bidders due	<b>08/15/2024</b>
Answers to questions posted*	<b>08/16/2024</b>
Bid Deadline/Bid Opening	<b>08/28/2024</b>
Evaluation complete*	<b>September 2024</b>
Post Intent to Award and Start of Negotiations Period*	<b>September 2024</b>
Recommended award submitted for legislative approval*	<b>September 2024</b>
Final legislative review*	<b>October 2024</b>
Award Commences*	<b>October 2024</b>

*Table A*

**1.6. University Contract Administrator**

- 1.6.1. Rosalie Shahan, Contracts and Operations Manager, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock’s representative and administrator of this contract.
- 1.6.2. 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.
- 1.6.3. 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.

**1.7. Delivery and Shipping of Goods**

- 1.7.1. The university requests delivery within [30] 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.
- 1.7.2. 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.
- 1.7.3. 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  
ATTN:  
2801 S. University Ave.  
Little Rock, AR 72204

- 1.7.4. 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.

**1.8. Clarification of RFP Solicitation**

- 1.8.1. 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.
- 1.8.2. 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.
- 1.8.3. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- 1.8.4. 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.

**1.9. Definition of Terms**

- 1.9.1. 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" signify 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.

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- 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 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<br>Birthday | Veteran's Day  |
| Independence Day                         | George Washington's Birthday and<br>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.
- a. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
- b. 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.

## 1.10. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

### 1.10.1. Technical Response Packet

Prospective suppliers shall utilize the Technical Proposal Packet to submit their responses.

- A. The Original Technical Proposal Packet must be received on or before the bid opening date and time.
- B. Only documents submitted in the English language will be accepted.
- C. Printed responses should be formatted no larger than **8.5in x 11in, limited to twenty (20) single-sided pages, not to include attachments** and financial **proposal**, 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.
- D. The packet should be marked "Original" and must include the following:
  1. Original signed Proposal Signature Page.
  2. Original signed Proposed Subcontractors Form, if applicable.
  3. Response to Information for Evaluation and Exceptions sections
    - a. 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.
  4. Other documents and information expressly required in this solicitation.
- D. The following items, which **must be submitted before a contract award** to the prospective supplier, may also be included with the prospective supplier's proposal.
  1. [EO 98-04: Contract and Grant Disclosure Form](#)
  2. Copy of prospective supplier's Equal Opportunity Policy
  3. Voluntary Product Accessibility Template (VPAT), if applicable.
  4. 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.
- E. **Do not include pricing in the technical proposal packet.** Instead, submit pricing as an additional but separate document. (See Pricing in Standard Terms and Conditions.)

### 1.10.2. Financial Proposal Packet

Prospective suppliers should utilize the Financial Proposal Packet posted with the solicitation document and submit it separately from the Technical Response Packet.

- A. All pricing must be proposed in U.S. dollars and cents.
- B. Pricing document packet should be clearly marked "Pricing."

### 1.10.3. Recommended Response Documents

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

1. One (1) complete hard copy (marked "COPY") of the Technical Response Packet.
2. One (1) PDF copy of the Technical Response Packet on a flash drive.
  - A. The Information for Evaluation and Exceptions should be a separate file on the flash drive
3. One (1) PDF copy of the Financial Proposal Packet on a flash drive.
4. All additional copies **must** be identical to the original hard copy.
  - A. In case of a discrepancy, the original hard copy shall govern.

5. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
6. One (1) redacted (marked "REDACTED") copy of the original Technical Proposal Packet, preferably on a flash drive. (See Proprietary Information in Standard Terms and Conditions.)

### **1.11. Acceptance of Requirements**

- 1.11.1. 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.
- 1.11.2. A prospective supplier's proposal may be rejected if a prospective supplier takes exception to any requirements in the scope of this RFP.

### **1.12. Additional Terms and Conditions**

- 1.12.1. 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/>.
- 1.12.2. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions.
- 1.12.3. 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.
- 1.12.4. 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. Background**

This Request for Proposal (RFP) is issued by the University of Arkansas at Little Rock (UA Little Rock)/MidSOUTH to qualified vendor(s) to conduct the State of Arkansas' annual Synar survey by conducting random, unannounced inspections of a sample of tobacco outlets accessible to minors. This survey helps to ensure compliance with The Synar Amendment to the 1992 Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act (PL 102-321). The objective of the Synar survey is to determine the retailer violation rate (also called the retailer noncompliance rate) for Arkansas. Further guidance is located in the Substance Abuse and Mental Health Services Administration (SAMHSA) Programmatic Requirements for the Synar Program. A coverage study is implemented every three years. The purpose of the coverage study is to assess how well the tobacco retailer list used to draw the sample for Synar inspections actually reflects the total number of minor-accessible tobacco retailers in the state. The sample of outlets inspected must be representative of the geographic distribution of tobacco outlets in the state.

Synar is provisioned through the Substance Abuse Prevention and Treatment Block Grant (SABG). States' ability to receive their full SABG funds is contingent upon the execution of Tobacco Law compliance checks.

#### **About SABG**

The SABG program's objective is to help plan, implement, and evaluate activities that prevent and treat substance abuse. The SABG is authorized by section 1921 of Title XIX, Part B, Subpart II and III of the Public Health Service (PHS) Act. The PHS Act required the secretary of the U.S. Department of Health and Human Services to create regulations as a precondition to making funds available to the states and other grantees under the SABG. Title 45 Code of Federal Regulations Part 96 was published on March 31, 1993, and The Tobacco Regulations for Substance Abuse Prevention and Treatment Block Grant; Final Rule, 61 Federal Register 1492 was published on January 19, 1996. SAMHSA's Center for Substance Abuse Treatment's (CSAT) Performance Partnership Branch, in collaboration with the Center for Substance Abuse Prevention's (CSAP) Division of State Programs, administers the SABG. See Appendices 1 (one) through 6 (six) for background information and best practices for compliance.

Each SABG grantee must:

- Have a designated unit of its executive branch that is responsible for administering the SABG (for example, Division of Behavioral Health) work with the grantee's department of health
- Apply annually for SABG funds
- Have the flexibility to distribute the SABG funds to local government entities, such as municipal, county, or intermediaries, including administrative service organizations
- Have SABG sub-recipients, such as community- and faith-based organizations (non-governmental organizations), and deliver: 1) Substance abuse prevention activities to individuals and communities impacted by substance abuse 2) Substance use disorder (SUD) treatment and recovery support services to individuals and families impacted by SUDs.

#### **Primary Prevention Strategies**

SAMHSA requires that grantees spend no less than 20% of their SABG allotment on substance abuse primary prevention strategies. These strategies are directed at individuals not identified to be in need of treatment. Grantees must develop a comprehensive primary prevention program that includes activities and services

provided in a variety of settings. The program must target both the general population and sub-groups that are at high risk for substance abuse. The program must include, but is not limited to, the following strategies:

- Information Dissemination provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, abuse, and addiction, as well as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is characterized by one-way communication from the information source to the audience, with limited contact between the two.
- Education builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental capabilities. There is more interaction between facilitators and participants than there is for information dissemination.
- Alternatives provide opportunities for target populations to participate in activities that exclude alcohol and other drugs. The purpose is to discourage use of alcohol and other drugs by providing alternative, healthy activities.
- Problem Identification and Referral aims to identify individuals who have indulged in illegal or age-inappropriate use of tobacco or alcohol and individuals who have indulged in the first use of illicit drugs. The goal is to assess if their behavior can be reversed through education. This strategy does not include any activity designed to determine if a person is in need of treatment.
- Community-based Process provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning.
- Environmental strategies establishes or changes written and unwritten community standards, codes, and attitudes. Its intent is to influence the general population's use of alcohol and other drugs.

Grantees should use a variety of strategies that target populations with different levels of risk. Specifically, prevention strategies can be classified using the Institute of Medicine Model of Universal, Selective, and Indicated, which classifies preventive interventions by targeted population. The definitions for these population classifications are:

- Universal: The general public or a whole population group that has not been identified on the basis of individual risk
- Selective: Individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average
- Indicated: Individuals in high-risk environments who have minimal but detectable signs or symptoms foreshadowing disorder or have biological markers indicating predispositions for disorder but do not yet meet diagnostic levels.

### **Tobacco Use Prevention—Synar Amendment**

The Synar Amendment to the 1992 Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act (PL 102-321) aims to decrease youth access to tobacco. SAMHSA oversees the implementation of the amendment. To receive their full SABG awards, states (that is, all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and 6 Pacific jurisdictions) must enact and enforce laws prohibiting the sale or distribution of tobacco products to individuals under the age of 18. In January 1996, SAMHSA issued the Synar regulation to provide guidance to the states.

Public Law 116-94, signed on December 20, 2019, superseded this legislation and increased the minimum age for tobacco sales from 18 to 21.

The regulation and updates from Public Law 116-94 requires that states:

- Enforce underage access laws to a degree that reasonably can be expected to reduce the illegal sale of tobacco products to individuals under the age of 21.
- Conduct annual, unannounced inspections that provide a valid probability sample of tobacco sales outlets accessible to minors.
- Report their sampling methodology and results of the annual Synar survey as a part of the Annual Synar Report no later than December 31. This includes the State's sampling methodology, Synar survey results, Synar inspection report, and the Synar inspection protocol.
- Revise their methodology, inspection reports, and inspection protocols, to include the revised age requirements (under 21). In addition, the Synar survey results must now include results for sales to youth and young adults under the age of 21.
- Achieve a noncompliance rate of no more than 20% (SAMHSA requires that each state reduce its retailer violation rate to 20%).

### Coverage Study

In conducting their annual Synar surveys, states must:

- Develop a sampling frame that includes both over-the-counter and vending machine locations accessible to youth and young adults under the age of 21
- Ensure that the sampling frame includes, at a minimum, 80% of the tobacco outlets in the state (CSAP requires states that use a list frame to conduct and report the results of a coverage study designed to assess the completeness of the sampling frame.)
- Design a sampling methodology and implementation plan that are based on sound survey sampling methodology
- Sample a large enough number of outlets to meet SAMHSA's precision requirement (one-sided 95% confidence interval)
- Obtain a completion rate of 90% or better
- Record the actual steps of the survey process in the field and keep records of all sources of sample attrition in the field
- Weight the results of the Synar survey to account for unequal probabilities of selection, differences in percentages of eligible outlets between strata or clusters, and other deviations from the intended design

Synar Survey and Coverage Study Funds for Initial Term
\$49,500

## 2.2. Scope of Services

This statewide contact evaluates Tobacco Law Compliance across **all** of Arkansas' 75 counties. This includes: Arkansas County, Ashley County, Baxter County, Benton County, Boone County, Bradley County, Calhoun County, Carroll County, Chicot County, Clark County, Clay County, Cleburne County, Cleveland County, Columbia County, Conway County, Craighead County, Crawford County, Crittenden County, Cross County, Dallas County, Desha County, Drew County, Faulkner County, Franklin County, Fulton County, Garland County, Grant County, Greene County, Hempstead County, Hot Spring County, Howard County, Independence County, IZARD County, Jackson County, Jefferson County, Johnson County, Lafayette County,

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Lawrence County, Lee County, Lincoln County, Little River County, Logan County, Lonoke County, Madison County, Marion County, Miller County, Mississippi County, Monroe County, Montgomery County, Nevada County, Newton County, Ouachita County, Perry County, Phillips County, Pike County, Poinsett County, Polk County, Pope County, Prairie County, Pulaski County, Randolph County, Saline County, Scott County, Searcy County, Sebastian County, Sevier County, Sharp County, St. Francis County, Stone County, Union County, Van Buren County, Washington County, White County, Woodruff County and Yell County.

The Supplier will support the Synar effort with these activities: recruit, train, house, and supervise qualified personnel to implement those Synar requirements. The Supplier is responsible for as listed below:

- Maintain Synar-related information and a database for the years that the Supplier collects Synar data;
- Serve as lead contact with Center for Substance Abuse Prevention (CSAP) in coordinating Synar technical protocol;
- Prepare the final report;
- Provide a final draft copy of the report to MidSOUTH for review in advance of the final report submission date;
- Provide final copy of the report to MidSOUTH and Office of Substance Abuse and Mental Health (OSAMH) (funder) for submission to CSAP and the Arkansas Tobacco Control;
- Attend National Synar conference;
- Provide technical assistance to Regional Prevention Representatives (RPRs) and community-based volunteers to plan, implement, and evaluate community awareness campaigns surrounding the problems of youth access to tobacco;
- Submit monthly report and certification of compliance to MidSOUTH that provides updates on contract deliverables;
- Provide storage for forms and evidence of purchase of tobacco products until the final report is approved by CSAP;
- Attend and participate in the annual Arkansas Prevention Summit;
- Assist MidSOUTH with other technical and data requests;
- Obtain a list of current tobacco permit holders in Arkansas for the year 2024 prior to drawing sample;
- Determine the appropriate sample size for the Synar surveys, based on approved CSAP guidelines;
- Select Primary Sampling Units (PSU) for each of the 13 regions for survey activities, based on approved CSAP procedures;
- Develop a printed inspection form for over-the-counter samples and separate by PSU;
- Develop a printed inspection form for vending machine samples and separate by PSU;
- Prepare inspection packets for each PSU and hand deliver to appropriate RPP after training delivery;
- Conduct a training for RPRs and their volunteers in **March**, which covers Synar requirements and the inspection protocols for both over-the-counter and vending machine inspections;
- Establish an activity chart - consisting of tasks, name of person(s) responsible, deadlines, and indicators of completeness - and monitor weekly progress.
- Prepare a protocol for including e-cigs in the Synar inspection process;
- Review relevant Federal changes, and ensure these are considered in new protocol;
- Seek information from other states on inclusion of e-cigs.
- Create and maintain a written policy/procedure manual.
- Provide regular updates during meetings with Supplier and UA Little Rock/MidSOUTH.

- Synar Supplier must comply with any changes made at the discretion of the Federal partner or state funders

MidSOUTH is responsible for the following activities:

- Provide updated list of Regional Prevention Providers (RPPs) and Regional Prevention Representatives (RPRs);
- Collaborate with Supplier to coordinate logistics for face-to-face training in **March** for the comprehensive Synar training that the Supplier will provide; Assist in contacting RPRs regarding completing and submission of required Synar forms;
- Review Synar draft documents prepared by the Supplier and provide feedback in a timely manner;
- Provide assistance to the Supplier, as requested;
- Serve as liaison between the Supplier and OSAMH (funder), as necessary for Synar communications;
- Attend national and state meetings concerning Synar activities and youth access, as needed.

### **Funding**

The funding is subject to change based on the fund distribution calculation and the amount awarded to UA Little Rock/MidSOUTH by the funder. Funder controls all funds and contracts with UA Little Rock/MidSOUTH.

### **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.
- 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.
- 2.3.11. Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:

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- 1.1.1. UA Little Rock/MidSOUTH will notify the contractor of unacceptable performance and a meeting between UA Little Rock/MidSOUTH and the contractor will take place to discuss and develop an informal plan of change.
- 1.1.2. UA Little Rock/MidSOUTH will notify the contractor in writing of noncompliance of program deliverables and performance indicators. Within ten (10) working days of notification of noncompliance, contractor must submit and implement a corrective action plan that is acceptable to UA Little Rock/MidSOUTH or DAABHS then pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by UA Little Rock/MidSOUTH or funder.

2.3.12.

SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Monthly reporting into REDCap (or other platforms/reporting systems) as required	Due on the fifth (5 <sup>th</sup> ) of the subsequent month. (Note: If the 5 <sup>th</sup> falls on the weekend or holiday, the report would be due the next business day),	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.
Scope of Services	Supplier shall demonstrate a consistent pattern of meeting stated services.	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.
Monthly invoicing	Due on the fifteenth (15 <sup>th</sup> ) of the subsequent month.	Failure to meet the standard will result in a delay in reimbursement.

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.
- 3.1.3. Evaluation will be based on the prospective supplier’s response to the Information for Evaluation section included in the Technical Proposal Packet. See Table C for scoring scale.
- 3.1.4. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
- 3.1.5. 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.
- 3.1.6. 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.
- 3.1.7. 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.
- 3.1.8. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

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

### 3.2 The 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). 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.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
E.1 Executive Summary	25	25	175
E.2 Respondent's Background, Experience, and Proposals	15	15	105
E.3 Project Management	10	10	70
E.4 Evaluation Plan	20	20	140
E.5 Monitoring	10	10	70
E.6 Reporting	10	10	70
E.7 Financial Management	10	10	70
<b>Total Technical Score</b>	<b>100</b>	<b>100%</b>	<b>700</b>

Table D

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

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

- 3.2.2. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the Proposal.
- 3.2.3. Responses that do not receive a minimum weighted technical score **450** may not move forward in the solicitation process.
- 3.2.4. 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:

$(A/B)*C = D$	<ul style="list-style-type: none"> <li>A = Lowest Total Cost</li> <li>B = Second (third, fourth, etc.) Lowest Total Cost</li> <li>C = Maximum Points for Lowest Total Cost</li> <li>D = Total Cost Points Received</li> </ul>
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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.”

- 3.1.1. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- 3.1.2. 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
- 3.1.3. 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.

- 3.2.1. *EO Policies* may be submitted in electronic format to the following email address: [procurement@ualr.edu](mailto:procurement@ualr.edu), but should also be included as a hardcopy accompanying the bid response.
- 3.2.2. 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.
- 3.2.3. 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

- 3.3.1. 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.
- 3.3.2. 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

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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

- 3.5.1. 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.
- 3.5.2. The preceding does not apply to:
- A. A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
  - B. An agreement with a total potential value of less than \$75,000, or
  - C. 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

- 3.6.1. 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. 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.
  - B. 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

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

**PHYSICAL ADDRESS**

University of Arkansas at Little Rock  
ATTN: MidSOUTH - Synar  
2801 South University Ave  
RBUS 462  
Little Rock, Arkansas 72204

**EMAIL**

[rsshahan@midsouth.ualr.edu](mailto:rsshahan@midsouth.ualr.edu)

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