

Procurement Services

University of Arkansas at Little Rock

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Request For Proposal (RFP)

SOLICITATION INFORMATION			
Solicitation Number:	FB-25-004	Solicitation Issued:	9/19/2024
Description:	Holiday Decor and Lighting Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	October 8, 2024	Bid Opening Time:	2:00, PM CST

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 University of Arkansas at Little Rock **Delivery** Office of Procurement Address: 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. Seal the outer packaging and mark it with the following information. **Bid's Outer** Solicitation number **Packaging:** Date and time of bid opening Prospective supplier's name and return address Improperly marked packages may be opened for identification purposes.

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT			
Buyer:	Jenny Haygood	Buyer Email:	jcrosland@ualr.edu
Main Email:	procurement@ualr.edu	Main Phone:	501-916-3144
Website:	https://ualr.edu/procurement/bids/		

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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. Introduction

The University of Arkansas at Little Rock (UA Little Rock) is seeking proposals from qualified and experienced firms for the rental and installation of holiday-themed displays, lighting, and decorations. The selected firm will be responsible for decorating specified locations as detailed in this request, including the installation, maintenance, and removal of the rented holiday lighting, decorations, and associated services.

1.2. Objective and Goals

The university seeks to obtain proposals from qualified, professional suppliers to provide rental decorate the locations specified herein with themed holiday lights and decorations. These decorations will be displayed for the enjoyment of the campus community and our guests in the spirit of the Holiday Season. The respondent will propose creative designs consistent with the campus vision of a themed holiday light display that, at a minimum, meets the requirements detailed herein. The proposal should illustrate their design concept and detail the lighting and display requirements that will be used.

1.3. Current Environment

Prior to this contract's effective date, the university will have completed several major construction projects that transform the exterior walkways and plazas of the Main Campus to brighten and better serve community life at UA Little Rock.

Additionally, ongoing construction and renovation projects internal to certain campus buildings may restrict access to, or require accommodations for, certain spaces otherwise deemed ideal for decorative displays and events. An up-to-date list of ongoing projects is available at https://ualr.edu/facilities/construction. Should construction areas change as requested decor installation and/or service dates approach, Facilities Management will provide the awarded supplier(s) with an updated list.

1.4. About UA Little Rock

UA 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 <u>ualr.edu/about/</u>.

1.5. Type of Contract

- A. As a result of this solicitation, UA Little Rock intends to award a contract to **one or more.**
- B. The anticipated starting date for any resulting contract is **November 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 solicitation, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.
- C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- D. Pursuant to Arkansas Code Annotated § 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.

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1.6. Schedule of Events

A. 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 & Time
Release of solicitation	September 19, 2024
Bidders Conference	September 24, 2024 @ 11 AM
Non-Mandatory Site Visit	September 24, 2024 @ 12 PM
Non-Mandatory Site Visit	September 26, 2024 @ 10 AM
Questions from Bidders due	September 27, 2024
Answers to questions posted*	October 1, 2024
Proposal Due Date	October 8, 2024 @ 2:00 PM CST
Evaluation complete*	October 2024
Post Intent to Award and Start of Discussions*	October 2024
Recommended award submitted for legislative approval*	October 2024
Award Commences*	November 2024

Table A

1.7. Non-Mandatory Bidders Conference

UA Little Rock will host a bidders conference to provide additional information and clarification regarding the solicitation.

- A. The conference will take place on the date and time listed in Table A.
- B. The conference is important to prospective respondents to understand the tasks a respondent shall complete when submitting a proposal.
- C. Prospective respondents may attend the conference via Zoom. See Table A for the date and time of the conference.

Zoom Registration Link: https://ualr-edu.zoom.us/j/82250296525

Meeting ID: 822 5029 6525

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

888 475 4499 US Toll-free

1.8. Non-Mandatory Site Visit

Two non-mandatory site visits will be offered for this solicitation. Suppliers are to meet Sandra Vail (501.916.6355) in room 205 of the Facilities Management building.

1.9. Live Proposal Opening

Use the information below to view the proposal opening online.

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Zoom Meeting Link: https://ualr-edu.zoom.us/j/89429073978

Meeting ID: 894 2907 3978

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

888 475 4499 US Toll-free

1.10. University Contract Administrator

A. Sandra Vail, Facilities Management Operations & Services Director, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of this contract.

- B. 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.
- C. 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.

1.11. Clarification of RFP Solicitation

- A. 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 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. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- B. 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.
- C. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. 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.
- E. Only an addendum written and authorized by the university will modify the solicitation.
 - a. 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.

1.12. Definition of Terms

- A. 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 solicitation.
 - c. "Shall" and "Must" mean the imperative and are used to identify requirements.
 - d. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.

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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

- I. 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 Central Time.
- n. "State" means the State of Arkansas.
- o. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- p. "Solicitation Terms and Conditions" refers to the University of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website: https://ualr.edu/procurement/bids/.

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1.13. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information. Printed responses should be formatted no larger than 8.5" x 11", 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. Responses must be submitted in the English language.

A. Technical Response Packet

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

- a. The Original Technical Proposal Packet should be clearly marked "Original" and must be received on or before the proposal opening date and time.
- b. The packet must include the following:
 - 1. Original signed Proposal Signature Page
 - 2. Original signed Proposed Subcontractors Form, if applicable
 - 3. Response to Information for Evaluation section
 - 4. Detailed lighting design concepts
 - 5. Recommended Options Form, if applicable
 - 6. Other documents and information expressly required in this solicitation
- c. 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
- d. <u>Do not include pricing in the technical response packet.</u>

B. Financial Proposal Packet

Prospective respondents 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."

C. Recommended Response Documents

In addition to the Technical Response Packet and the Financial Proposal Packet, the following items should be submitted on flash drive as PDF files.

- a. One (1) PDF copy of the Technical Response Packet.
 - 1. Information for Evaluation should be a separate file on the PDF.
- b. One (1) PDF copy of the Financial Proposal Packet.
- c. One (1) redacted copy (marked "REDACTED") of the original Technical Response Packet. See Proprietary Information in Solicitation Terms and Conditions for more information.
- d. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
 - 1. All additional copies must be identical to the original hard copy.
 - 2. In case of a discrepancy, the original hard copy shall govern.

1.14. Additional Terms and Conditions

A. This solicitation incorporates all of the UA Little Rock Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: https://ualr.edu/procurement/bids/.

a. Any special terms and conditions included in this solicitation shall override the UA Little Rock Solicitation Terms and Conditions.

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- B. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here:
 - https://www.uasys.edu/system-office/finance-and-administration/procurement/.
 - b. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

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Section 2 - Requirements & Specifications

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

2.1. General Requirements

A. Labor, Materials, and Equipment

- a. The contractor will be responsible for providing all materials, lights, and all installation and take down for the holiday lights and decorations.
- b. The awarded supplier(s) shall provide their own ladders, hoist lifting, elevating equipment, aerial lifts, and tools necessary to install and remove all holiday theme displays, lighting, and decorations, including all waterproof cords, cables, wire splitters, pedestrian or traffic cable covers, and power strips.
- c. Existing electrical outlets will be utilized. These outlets are on existing photocells or timers.
- d. Exterior lights and decorations shall be commercial exterior grade, non-shatter, wind-proof, strongly-secured ornaments only. Zip ties may be used to secure the object from strong winds.

B. Time Frame

- a. Installation must be complete by December 2, 2024, and can begin on or after November 15, 2024.
- b. Take-down must be complete by January 31, 2025, and can begin on or after January 17, 2025.
- c. Take-down and installation schedule must be approved by UALR Facilities Management.

C. Maintenance

- a. The awarded supplier(s) shall maintain all holiday theme displays, lighting, and decorations in good working order during the timeframes established above to ensure that the displays maintain a high level of quality throughout the contract period.
- b. All lights shall be continuously illuminated and fully functional from dusk until dawn. The awarded supplier(s) shall be able to respond within 48 hours for the duration of the above-referenced time frame for any repairs.
- c. Repairs shall include but are not limited to replacement of bulbs, electrical wiring, and replacement of defective or damaged decorations and displays.
- d. Regular maintenance/inspection costs and schedule shall be included in the Financial Proposal Packet under the section labeled "Maintenance Schedule".
- e. No additional charge will be incurred for services required to repair lighting, displays, and decorations damaged by weather or other unforeseen circumstances.

D. Field Verification

Field verify all quantities and sizes. Field verify the location of all existing electrical outlets.

2.2. Exterior Display Locations and Requirements

Holiday-themed holiday lights and decorations will be in the following areas. A highlighted map (see attachment A) is provided to show the locations on our main campus.

A. University Avenue Location

- a. Lighted decorations such as wreaths, sprays, or garlands at (75) brick fence posts along University Avenue starting north of 28th Street and extending south to University Drive.
- b. Lighted decorations, such as garland with ribbons, ornaments, etc., at (2) large campus signs at 28th
- c. Lighted decorations, such as garland with ribbons, ornaments, etc., at (2) large campus signs at University Drive.

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B. Campus Drive East and Campus Drive West

Poles must be wrapped with lights, garland, and a decorative maroon bow to the height of existing banners. LED flood lights are to be color-changing and cycle through red, green, and white.

- a. Wrap 6 light poles without banners on West Campus Drive,
- b. Wrap 6 light poles without banners on East Campus Drive,
- c. Wrap 2 light poles at 32nd Street Bridge. Pedestrian Bridge over Coleman Creek between Campus Drive East and Campus Drive West.
 - 1. Light the entire length and height of the rails on both sides of the bridge.
 - 2. West end of the bridge: light the tree canopy of 1 pine tree and 1 oak tree with LED flood lights.
 - 3. East end of the bridge: light the tree canopy of 2 oak trees with LED flood lights.
- d. 32nd Street Bridge over Coleman Creek between Campus Drive East and Campus Drive West.
 - 1. Light the entire length and height of the rails on both sides of the bridge.

C. 32nd Street Traffic Circle

- a. Decorations such as garland at campus sign at center of 32nd Street traffic circle. Lighting optional but preferred. Color and style of decoration to match 28th Street.
- b. 6 multi-trunk trees (north side near sidewalk)
- c. 7 multi-trunk trees (west side near SSC building)
- d. 4 maples (south side)
- e. 4 oak trees, near Lot 1 gate and entrance drive lanes (north side)

D. Pedestrian walkway between Student Services Center (SSC) and Donaghey Student Center (DSC)

- a. 4 tall skinny maple trees (north side of walk)
- b. 4 multi-trunk trees (south side of walk)
- c. 3 large multi-trunk trees (south side near Campus Drive), light tree canopies with LED flood lights
- d. 1 oak tree (south side near Campus Drive)
- e. 4 small trees at Chi Omega Garden

E. Cooper Fountain

- a. Provide a lighted arch/tunnel on the east and west sides of the fountain spanning the sidewalk entrances. Arches shall have a peak height of 10 feet, a depth of 8 feet, and span the entire sidewalk width. Positioning of arches should frame the fountain.
- b. Light tree canopies in beds on the north and south sides of the fountain with a minimum of (3) LED flood lights in each bed.

F. Bailey Alumni Center, Patio, and Chancellor's Residence

a. Light building roof line and porte-cochere with C9 warm LED lights.

G. Library Plaza

a. Wrap up to 8 feet on 20 elm trees and 1 maple tree

H. Bowen Law School, 1202 McMath Avenue, Little Rock, 72202

- a. Main entrance sign: Two 4-foot lighted wreaths with red or maroon bow
- b. Grounds: Wrap the "W" in front of the building
- c. Northern building entrance: Wrap 8 multi-trunk trees on the left and right
- d. West and North doors: matching 4-foot lighted wreath with red or maroon bow (color and style must match main entrance wreaths)

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2.3. Future Scope of Work Expansion

The university reserves the right to expand the scope of work to include additional interior and exterior areas, such as the Jack Stephens Center, Windgate Art + Design Center, or other campus locations, at its discretion. The selected firm may be required to provide additional holiday-themed displays, lighting, decorations, and associated services for these areas.

A. Future Scope Additions

- a. Upon request, the selected firm will be required to provide a detailed proposal and cost estimate for the installation, maintenance, and removal of holiday-themed displays, lighting, and decorations for any additional areas added to the scope.
- b. UA Little Rock will notify the selected firm of any new areas to be included at least three (3) months before the anticipated installation date.
- c. The firm shall provide quotes for these additional areas, and pricing must be consistent with the rates established for the initial locations unless otherwise negotiated.

B. Pricing and Contract Adjustments

- a. Pricing for the expanded scope will be negotiated based on the size, complexity, and specific requirements of the additional locations.
- b. Any adjustments to the contract resulting from the expansion of scope shall be formalized through a written contract amendment.

2.4. 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.

- A. Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a supplier should meet to avoid assessment of damages.
- B. The university may be open to Performance Standards negotiations before contract award, before the commencement of services, or throughout the contract duration.
- C. 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.
- D. 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.
- E. All changes made to the Performance Standards shall become an official part of the contract.
- F. Performance Standards **shall** continue throughout the term of the contract.
- G. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- H. If a Performance Standard is not met, the supplier will have the opportunity to defend or respond to the insufficiency.
- I. 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.
- J. 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.

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SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Labor, Materials, Equipment, and Field Verification	Supplier adheres to all requirements and expectations outlined in 2.1.A and 2.1.D.	Failure to meet the standard may result in a negative Vendor Performance Report.
Timeframe	Supplier adheres to install, take-down, and pre-approval requirements as outlined in 2.1.B.	Failure to meet the standard may result in a negative Supplier Performance Report. If more than 3 instances in a holiday season, the university may request up to a 10% discount on that season's invoice. Continued failure without resolution may result in contract termination.
Maintenance	Supplier responds to repair requests within 48 hours during the timeframe decorations/lights are on display.	Failure to meet the standard may result in a negative Supplier Performance Report. If more than 3 instances in a holiday season, the university may request up to a 10% discount on that season's invoice. Continued failure without resolution may result in contract termination.
Exterior Display Locations and Requirements	Supplier must decorate all locations in the manner described in section 2.2.	Failure to meet the standard may result in a negative Supplier Performance Report.
Future Scope of Work Expansion	The supplier shall work with the university to create and implement displays for future decor locations.	Failure to meet the standard may result in a negative Vendor Performance Report. Continued failure without resolution may result in contract termination.
Adherence to university requirements	Supplier shall adhere to all university requirements and terms and conditions unless an exemption is granted.	May be cause for contract termination.

Table B

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Section 3 - Selection

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

3.1 Selection Process

- A. 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.
- B. The university may conduct cost checks based on the cost submitted by each prospective supplier on the completed Pricing response.
 - a. Prospective suppliers 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 the university request clarification and/or additional information regarding cost, prospective suppliers shall provide clarification and/or additional information as specified by the request.
- C. A university appointed evaluation committee will evaluate and score qualifying Technical Proposals.
 - a. 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 the scoring scale.
 - b. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 - c. 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 criterion.
 - d. 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.
 - e. The final individual scores of the evaluators will be recorded on the Overall Score Sheets and averaged to determine the consensus score for each proposal.
 - f. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the prospective supplier is reliable and capable of fully performing the required scope of work.
5	The response provides metrics suggesting that the prospective supplier's level of performance may be acceptable, but it does not clearly establish that the prospective supplier is reliable and capable of fully performing the required scope of work.
0	The response provides metrics clearly establishing that the prospective supplier is unreliable and incapable of fully performing the required scope of work.

Table C

3.2 Technical Proposal Score

- A. The university uses blind scoring for Request for Proposals. This practice reduces the risk of an unintentional bias swaying the RFP results and subsequent supplier selection. It is particularly important if there's an incumbent or preferred vendor prior to solicitation issuance.
- B. The Information for Evaluation section has been divided into four sections. Each subsection has a maximum point value of ten (10), and is weighted according to its significance as determined by the university. See Table D for each subsection's total point value; listed as the Maximum Raw Score Possible.

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a. Experience

- 1. The Experience subsection included in the *Technical Proposal Packet* allows prospective respondents to differentiate themselves based on their experience, technical capability, and understanding of the university's specific needs.
- 2. Prospective respondents should identify expertise in the form of a claim and provide relevant experience to support each claim.
- 3. Prospective respondents should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

a. Solution

- 1. The Solution subsection included in the Technical Proposal Packet allows prospective respondents to differentiate themselves based on their proposed solution and/or approach to solve the university's specific needs.
- 2. Prospective respondents should provide a high-level overview of the prospective respondent's proposed solution and/or approach to services using the requirements outlined in the solicitation.
- 3. Proposed solutions should be non-technical and include the prospective respondent's recommendations for meeting the objectives and requirements of the solicitation.
- 4. Additional service options and recommendations above and beyond those included in the proposed solution should be included in the Recommended Options Form.

b. Risk

- 1. The Risk subsection included in the *Technical Proposal Packet* allows prospective respondents to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the prospective respondent's delivery of the solution as offered in the proposal or otherwise fail to meet the university's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
- 2. Prospective respondents should include sources, causes, or actions that are both within and beyond the control of the prospective respondents that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction with the university.
- 3. Risks should be described in simple, clear, and non-technical terms.
- 4. Prospective respondents should explain how the prospective respondents will mitigate, manage, and/or minimize each risk listed.
- 5. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the prospective respondent's performance in terms of time, cost, and client satisfaction.
- C. During a final consensus meeting, evaluators may discuss the proposals and change their scores on the Overall Score Sheet, if they feel that is appropriate.
 - a. The final individual scores of the evaluators will be recorded on the Overall Score Sheet and averaged to determine the group or consensus score and rank for each proposal.

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INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE
Experience	10
Solution	10
Risk	10
Total Technical Score	30

SUBECTION'S WEIGHTED PERCENTAGE	MAXIMUM WEIGHTED SCORE POSSIBLE
25	175
40	280
35	210
100%	700

Table D

The supplier's weighted score for each subsection 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 subsection C = Maximum Weighted Score possible for subsection

D = Weighted Score received for subsection

- C. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- D. Responses that do not receive a minimum total weighted technical score of **300** may not move forward in the solicitation process.
- E. 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

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 to being selected for award. (See Award Process.)

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

Table E

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3.5 Discussions

- A. The university will move forward into discussions with the responsible prospective supplier(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 suppliers based on the grand total score for each proposal or with multiple prospective suppliers reasonably susceptible to being awarded a contract.
- C. Should the university choose to engage in discussions with the highest-ranking prospective suppliers, the prospective suppliers invited to participate in discussions **shall** provide all documents required during discussions.
 - a. Should the university determine, through the discussion process, that the prospective supplier's solution, approach, timelines, deliverables, expectations of the university, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, the university may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- D. Should the university choose to engage in discussions with multiple prospective suppliers contemporaneously, each prospective supplier invited to participate in discussions **shall** provide all documents required during discussions.
 - a. Should a prospective supplier not provide the required documents within the timeframes requested by the university or choose not to engage in the discussion process, the prospective supplier'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 supplier reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal to submit a best and final offer.
- F. During the discussion kick-off meeting, the prospective supplier shall provide the following documents to the university:
 - a. A detailed scope of work clearly identifying the prospective supplier's understanding, implementation, and performance of services required in this solicitation, including all activities required by the supplier and all activities expected by the university.
 - b. 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 supplier's Technical Proposal Packet
 - c. A proposed financial summary, including
 - 1. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
 - 2. A proposed payment schedule.
 - d. Proposed project management and reporting templates.
- G. During the discussion's kick-off meeting, the prospective supplier shall address questions and/or concerns the university may have to the satisfaction of the university.
- H. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and the university has provided final approval.
 - a. The prospective supplier shall attend follow-up meetings as determined necessary by the university. Reasonable efforts will be made to accommodate scheduling conflicts.
- I. During discussions, the prospective supplier shall present a final draft of the discussion documents to the university, including, at minimum:
 - a. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by the university and the prospective supplier.

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- b. A detailed scope of work clearly identifying the prospective supplier's implementation and performance of services required in this solicitation, including all provisions negotiated and agreed upon by the university and the prospective supplier since the discussions kick-off meeting.
- c. Description of deliverables in terms of simplified metrics.
- d. The Risk Management Plan.
- e. Project management and reporting templates.
- f. Financial summary, including:
 - 1. The completed Pricing Response was submitted with the prospective supplier's Technical Proposal Packet.
 - 2. A list of agreed upon and accepted recommended options (with impact on price).
 - 3. A payment schedule.
 - 4. Contact information for the prospective supplier's key personnel.
- g. During discussions, the prospective supplier shall present the final drafts of the items and shall summarize the coordination and planning completed during the discussion process.
- h. Once approved by the university, the final drafted documents will become part of the resulting contract.
- i. The prospective supplier may determine which key personnel will attend the discussion meetings.

3.6 Anticipation to Award

- A. Once an anticipated supplier has been determined, the anticipated award will be posted to the university bid website.
- B. It is the responsibility of prospective suppliers to check the bid website for the posting of an anticipated award.
- C. Anticipated awards will generally be posted for fourteen (14) days before the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- D. A contract resulting from this solicitation may be subject to review and approval processes before award, which may include Legislative review.

3.7 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.

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Section 4 - General Terms and Conditions

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

4.1. Acceptance of Requirements

- A. A prospective respondent's past performance with the state, system, or university may be used to determine if the prospective respondent is responsible. (Arkansas Code Annotated Rule R8:19-11-229).
 - a. Proposals submitted by prospective respondents determined to be non-responsible will be rejected.
- B. A single prospective supplier must be identified as the prime contractor.
 - a. The prime contractor shall be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents of the state for the performance thereof.
- C. By submission of a proposal, the prospective respondent represents and warrants:
 - a. The prices in the proposal have been arrived at independently, without any collusion with another competing prospective respondent.
 - 1. 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).
 - b. That the prospective respondent 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 supplier to secure business.
- D. During the solicitation and award process, the prospective respondent should not discuss the solicitation or proposal response, issue statements or comments, or provide interviews to the public media.
- E. Goods, qualifications, and services must meet or exceed the required specifications as outlined in the solicitation.
- F. The university will not pay costs incurred in the preparation of the proposal.

4.2. Payment and Invoice Provisions

A. 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

- B. Payment shall be made under applicable State of Arkansas accounting procedures upon acceptance by the university.
- C. UA Little Rock may not be invoiced before the delivery and acceptance of any equipment, service, or commodity.
- D. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- E. Suppliers shall provide an itemized invoice for all charges.
- F. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.

4.3. University On-Site Regulations

A. UA Little Rock is a tobacco-free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes

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- or vape pens, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- B. The policies of UA Little Rock, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any UA Little Rock employees, students, faculty, or guests. Sexual harassment includes any unwelcome sexual advances, any request for sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct, or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of UA Little Rock. Vendors and contractors are required to exercise control over their employees, agents, and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees, or subcontractors may be immediately removed from the project site and UA Little Rock premises.

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Section 5 - Attachments