

Procurement Services

University of Arkansas at Little Rock

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REQUEST FOR PROPOSAL (RFP)

SOLICITATION INFORMATION			
Solicitation Number:	FB-26-003	Solicitation Issued:	July 15, 2025
Description:	Presentation Folders and Custom Envelopes		

SUBMISSION DEADLINE FOR RESPONSE Bid Opening Date: August 12, 2025 Bid Opening Time: 10:00 AM 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."

Address: O U 2: L:	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204
aı	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.
Packaging:	Seal the outer packaging and mark it with the following information. • Solicitation number • 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: Noel Johnson Buyer Email: njohnson1@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) seeks proposals from qualified suppliers to provide full-bleed envelopes and branded pocket folders. This contract will exclude print requests for all other print items, including but not limited to business cards, letterhead, photocopying, and signage. This Request for Proposal (RFP) aims to establish a multi-year contract, renewable for up to seven (7) years, ensuring a reliable supply of high-quality products at competitive pricing.

Proposals should include detailed pricing structures, product specifications, and sample submissions that meet the university's quality and compliance requirements.

1.2. 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 ualr.edu/about/.

1.3. Type of Contract

- A. As a result of this solicitation, UA Little Rock intends to award by line and establish a contract with one or more suppliers--whichever is in the university's best interest.
- B. Any resultant contract will have an initial three (3) year term and up to four (4) one-year renewals.
- C. The total contract term for any resulting contract shall not exceed seven (7) university fiscal years.
- D. The anticipated starting date for any resulting contract is **September 1, 2025**. However, the university may adjust the contract start date for up to three calendar months.
- E. 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.
- F. 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.

1.4. No Guarantee of Work

The award of this contract does not guarantee any minimum or maximum amount of work. UA Little Rock reserves the right to procure printing services from other sources as needed and does not commit to any volume, frequency, or dollar amount of purchases under this contract.

1.5. Schedule of Events

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	July 15, 2025
Questions from Bidders due	July 29, 2025, 5:00 PM CST
Answers to questions posted*	July 31, 2025
Proposal and Sample Products Due Date	August 12, 10:00 AM CST
Evaluation complete*	August 2025
Post Anticipation to Award and Contract*	August 2025
Award Commences*	September 2025

Table A *Anticipated date

1.6. Live Proposal Opening

Use the information below to view the proposal opening online.

Zoom Link: https://ualr-edu.zoom.us/j/86011467792

Dial-In Information: 877 853 5257 US Toll-free 888 475 4499 US Toll-free

1.7. University Contract Administrator

- A. The Contract Administrator shall serve as UA Little Rock's representative and administrator of any resultant contract(s).
- 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 is a participant in the preparation, taste, presentation, and evaluation of food service.
- D. 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.
- E. The Contract Administrator may designate other university personnel to assist with the administration of the contract. The Contract Administrator will submit such designations in writing to the supplier.

1.8. 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 the question(s) or decline to answer.
- B. The prospective supplier should notify the buyer of any terms, conditions, etc., that preclude 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.
- F. 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.

1.9. Definition of Terms

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," "supplier," 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.
- 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
 - Christmas Eve
 - Dr. Martin Luther King Jr.'s Birthday
 - Independence Day
 - Labor Day

- New Year's Day
- Thanksgiving Day
- Veteran's Day
- George Washington's Birthday and Daisy Gatson Bates 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 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/.
- Q. "Gross Revenues" as used herein should be construed to include all monies inserted and retained in the vending machines of supplier as well as any machine purchases through cards such as debit, credit cards, or university cards.

1.10. Response Documents

Unless otherwise requested herein, do not include any ancillary or promotional materials (e.g., cover letters, marketing brochures, etc.) in the response. It will not be reviewed during the evaluation process.

A. Submission Format

All printed responses must be;

- a. Formatted no larger than 8.5" x 11"
- b. Be fully recyclable (i.e., no plastic covers, binders, or tabs)
- c. Be bound using glue, staples, or thread (e.g., perfect binding, saddle stitching)
- d. Metal or plastic coil binding is not permitted.
- e. Be submitted in the English language

B. Response Packets

Prospective suppliers must submit the following components as part of a complete and responsive proposal. Each packet must be properly labeled and organized according to the instructions below.

a. Technical Response Packet (Required)

Prospective suppliers must use the Technical Response Packet provided with the solicitation. The packet must be clearly labeled "Original" and submitted by the proposal deadline. Do not include pricing in the technical packet. The packet must include:

- 1. Signed Proposal Signature Page
- 2. Signed Proposed Subcontractors Form (if applicable)
- 3. Written response to the Information for Evaluation section
- 4. Recommended Options Form (if applicable)
- 5. Any other documents or items expressly required in this solicitation
- 6. One (1) PDF copy on a flash drive.

b. Product Samples (Required)

Suppliers must submit one (1) sample of each proposed promotional item and article of clothing included in their response. Samples must:

- 1. Be clearly labeled with the supplier name and item reference.
- 2. Correspond directly to the descriptions and pricing provided.
- 3. Reflect the quality, branding, and material standards proposed.
- 4. Failure to submit required samples may result in disqualification.

c. Optional Pre-Award Documents

The following documents may be included with the proposal but must be submitted before any contract award:

- 1. EO 98-04: Contract and Grant Disclosure Form.
- 2. Copy of the prospective supplier's Equal Opportunity Policy.
- 3. Voluntary Product Accessibility Template (VPAT), if applicable.

d. Financial Proposal Packet (Required)

The Financial Proposal Packet must be submitted separately from the Technical Response Packet. Prospective suppliers must:

- 1. Use the Financial Proposal Packet provided with the solicitation.
- 2. Disclose any management fees or other costs.
- 3. Submit all pricing in U.S. dollars and cents.
- 4. Clearly label the packet "Pricing".
- 5. One (1) PDF copy on a flash drive.
- e. Recommended/Optional Electronic Copies
 - 1. One (1) redacted copy of the Technical and Financial Response Packets.

1.11. UA Little Rock Solicitation 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 (**See Section 4**) shall override the UA Little Rock Solicitation Terms and Conditions.

1.12. UA System Procurement Terms and Conditions

A. 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/.

 Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

Section 2 - Requirements & Specifications

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

2.1. Printing and Finishing Services

Prospective suppliers must be able to provide full-bleed envelopes with peel-and-stick sealing and presentation folders. Presentation folders must have the following:

- Full color 1-sided on 9 x 12 -12pt C1S (coated one side) cover stock
- 4-inch pockets
- Standard business card slits (placement on left or right pocket)
- Aqueous coating 1-sided
- UV coating 1-sided

2.2. Quantities

Quantities will be requested at the time of ordering as follows:

Presentation Folders: 1000 Full-Bleed Envelopes: 2000

2.3. Samples

- A. Suppliers must submit a physical sample of each item proposed in response to this RFP, including all envelope and folder types for which pricing is provided. Each sample must be clearly labeled with the item name, specifications (e.g., size, paper weight, color), and the corresponding line item from the pricing sheet. Samples should feature the UA Little Rock logo and reflect the quality, construction, and finish of the final products to be provided under the contract. All samples submitted become the property of UA Little Rock and will not be returned.
- B. Failure to provide samples for all proposed items may result in the disqualification of the proposal.

2.4. Representation

Upon award of a contract, the supplier must have an assigned customer service representative available to the university. The assigned representative must have a thorough understanding of the printing industry and provide assistance and advice to the university in all aspects of print and bindery. The representative should be available to the University Monday-Friday, 8:30 a.m. – 4:30 p.m. The representative will also be required to arrange for delivery of copy proofs, samples and any other material as required to complete orders under this contract.

2.5. Damaged or Inferior Material

- A. 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.
- B. Any items received and deemed incomplete or of inferior quality are subject to rejection. The university reserves the right to reject such materials and may request either replacement at no additional charge or a full refund.
- C. The university will not incur any additional charges for the pickup of the aforementioned items or the delivery of replacement items.

2.6. Packaging

The requested product must be bundled, banded, stacked, and shrink-wrapped.

2.7. Proof Approval

A product proof must be provided to Bill Buddenberg (<u>whbuddenberg@ualr.edu</u>) and Klansee Tozer (<u>kitozer@ualr.edu</u>) for final approval before bulk production commences. Supplier must obtain written approval of the proof via email.

2.8. Overruns and Underruns

Underruns are not permissible under any circumstances. A 2% overrun is allowable.

2.9. Brand of Stock

Recycled paper, as it applies to coated stock shall mean any paper that contains not less than 10% post-consumer material by fiber weight.

2.10. Soybean Oil Ink Requirement

In compliance with Arkansas Code Annotated § 19-11-102, notwithstanding any law or rule to the contrary, all printing that is chargeable to or which is paid for with funds appropriated wholly or in part by the state, or any state department, division, bureau, board, commission, or agency, shall be printed in soybean ink; provided, however, that the soybean ink is comparable in price to other inks, and that it is equally suitable for use.

2.11. Prohibition on Chinese-made Promotional Products

- A. Pursuant to Arkansas Code Annotated Arkansas Code § 25-1-1202 and § 25-1-1204, promotional items, defined as one or more items purchased to promote or advertise the university, that are manufactured in China, cannot be purchased with university funds if delivered on or after August 5, 2025.
- B. Should items in violation of this law be received on or after August 5, 2025, they shall be returned at the expense of the supplier, and no payment shall be issued by the university to the supplier for the returned goods.

2.12. Performance Standards

State law mandates that qualifying service contracts include performance standards to measure the overall quality of services provided.

- A. Performance standards establish expected deliverables, performance measures, or outcomes and define the acceptable standards a supplier must meet to avoid the assessment of damages.
- B. Specific performance metrics for any resultant contract will be defined during post-award negotiations.
 - a. The standards may be subject to negotiation before contract award, before service commencement, or throughout the contract term.
 - b. The university shall reserve the right to modify, add, or remove performance standards during the contract term if it is deemed in the university's best interest.
 - c. Any changes will be made in good faith, aligned with industry standards, and may incorporate supplier input to ensure reasonably achievable expectations.
 - d. All modifications will become an official part of the contract.
- C. Performance standards shall remain in effect for the contract's duration. Failure to meet the minimum Performance standards may result in the assessment of damages. If a standard is not met, the supplier will have the opportunity to respond or provide a defense regarding the insufficiency.
- D. The university may waive damages if extenuating circumstances beyond the supplier's control hinder performance, in which case the university will determine performance acceptability.
 - a. If compensation is owed due to assessed damages, the supplier must follow the university's direction regarding the required compensation process.

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 that 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 below the average submitted cost may be asked to justify their submitted cost.
 - 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 and samples.
 - 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 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.

- a. Experience with Higher Education & Similar Organizations
 - i. This section allows respondents to differentiate based on experience, capability, and understanding of the university's needs. Respondents should make claims of expertise, backed by verifiable metrics (e.g., number of accounts, size, years of experience, customer satisfaction ratings).

b. Solution

i. This section focuses on the supplier's approach to meeting the entity's needs, including product sourcing, customization and branding collaboration, order fulfillment, quality control, and reporting capabilities such as Country of Origin compliance.

c. Risk

 Respondents should identify and prioritize major risks that could impair delivery or performance, detailing how each will be mitigated. Both internal and external risks should be described in simple, clear terms, with historical examples of mitigation provided.

d. Sample Quality

 Sample Quality will be assessed through submitted product samples, with attention to material durability, craftsmanship, accuracy of branding, and overall suitability in alignment with university standards.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE
Experience with Higher Education and Similar Organizations	10
Sample Quality	15
Risk	20
Total Technical Score	40

SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
25	175
40	280
35	245
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
- B. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- C. Responses that do not receive a minimum total weighted technical score of **300** may not move forward in the solicitation process.

D. 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 highest financial proposal, as shown on the Official Solicitation Price Sheet and Financial Proposal Packet. (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:

(B/A)*C = D A = Highest Total Financial Proposal Total Cost

B = Second (third, fourth, etc.) Highest Total Financial

Proposal

C = Maximum Points for Highest Total Financial

Proposal

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 proceed with discussions with those responsible, as well as prospective suppliers deemed reasonably susceptible to being selected for an award. (See Award Process.)

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

Table E

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.
 - 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 for the purpose of submitting 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.
 - 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
 - i. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
 - ii. A proposed payment schedule.
- G. Proposed project management and reporting templates.
- H. 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.
- I. 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.
- J. 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.
 - 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:

- i. The completed Pricing Response submitted with the prospective supplier's Technical Proposal Packet.
- ii. A list of agreed-upon and accepted recommended options (with impact to price).
- iii. A payment schedule.
- iv. Contact information for the prospective supplier's key personnel.
- K. 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.
- L. Once approved by the university, the final drafted documents will become part of the resulting contract.
- M. 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 a period of fourteen (14) days prior to 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 prior to 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.

Section 4 - General Terms and Conditions

Do not provide responses 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 supplier.
 - a. The prime supplier shall be responsible for the resulting contract and jointly and severally liable with any of its subsuppliers, 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.
 - i. 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 for the purpose of securing business.
- D. The prospective respondent should not discuss the solicitation or proposal response, issue statements, or comments, or provide interviews to public media during the solicitation and award process.
- E. Goods, qualifications, and services must meet or exceed the required specifications as set forth in the solicitation.
- F. The university will not pay costs incurred in the preparation of the proposal.

4.2. Restriction of Boycott of Israel

- A. 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.
- B. 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.
- C. 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.

4.3. Prohibition on Chinese-made Promotional Products

- A. Pursuant to Arkansas Code Annotated Arkansas Code § 25-1-1202 and § 25-1-1204, promotional items, defined as one or more items purchased to promote or advertise the university, that are manufactured in China cannot be purchased with university funds if delivered on or after August 5, 2025.
- B. Should items in violation of this law be received on or after August 5, 2025, they shall be returned at the expense of the supplier and no payment shall be issued by the university to the supplier for the returned goods.

4.4. Equal Employment Opportunity Policy

- A. Pursuant to Arkansas Code Annotated § 19-11-104, UA Little Rock is required to have a copy of the supplier's Equal Opportunity Policy prior to issuing a contract award.
- B. 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 for supplying EO policies upon request to other state agencies that must also comply with this statute.
- C. 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.
- D. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included in the bid response.
- E. Prospective Suppliers who are not required by law to have an EO Policy must submit a written statement to that effect.

4.5. **Doing Business With UA Little Rock**

- A. To conduct business with UA Little Rock, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system.
- B. Procurement Services will issue to the apparent winning supplier an invitation to PaymentWorks upon completion of the bid tabulation and release of the Intent to Award letter.
- C. Failure to register in PaymentWorks may result in the cancellation of this award.
- D. For more information, see https://ualr.edu/procurement/suppliers/.

4.6. 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 in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- C. UA Little Rock may not be invoiced in advance of delivery and acceptance of any equipment, service, or commodity.

- D. Payment will be made only after the supplier 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.

4.7. Internship Program

A. UA Little Rock is expanding its student internship program. All proposers are encouraged to utilize UA Little Rock students in an internship capacity under any resulting contract for the items required under this solicitation. The internship shall be intended to serve as a relevant and meaningful educational enrichment opportunity and may be paid or unpaid, depending on the employment relationship. To identify students interested and qualified for internships, opportunities will be posted in Handshake, an online job search platform. For additional information regarding participating in the internship program, please contact the Director of Career Services at 501-916-3584 or email careers@ualr.edu.

4.8. 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 or vape pens, by students, faculty, staff, suppliers, 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 advance, any request for sexual favor or any other verbal or physical conduct of 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. Suppliers and suppliers are required to exercise control over their employees, agents and subsuppliers to prohibit acts of sexual and verbal harassment and agree as a term and condition that such supplier, supplier, agents, employees or subsuppliers may be immediately removed from the project site and from UA Little Rock premises.

4.9. Delivery and Shipping

- A. The university requests delivery within **10 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 designated location.
- B. Failure to communicate the delivery time obligates the bidder to complete the delivery by the requested date.

- C. 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.
- D. All deliveries must be made during normal state work hours, within the agreed-upon number of days unless otherwise arranged and coordinated with the university, and delivered F.O.B. Destination to:

University of Arkansas at Little Rock **ATTN: Bill Buddenberg** 2801 S. University Ave Little Rock, AR 72204

E. 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. Damage to goods that is not apparent prior to acceptance will be inspected and reported to the supplier within thirty (30) days of receipt.