



## Procurement Services

University of Arkansas at Little Rock

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### Request For Proposal (RFP)

SOLICITATION INFORMATION			
<b>Solicitation Number:</b>	FB-26-002	<b>Solicitation Issued:</b>	August 7, 2025
<b>Description:</b>	Promotional Items and Apparel		

SUBMISSION DEADLINE FOR RESPONSE			
<b>Bid Opening Date:</b>	September 5, 2025	<b>Bid Opening Time:</b>	2:30 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	
<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> Improperly marked packages may be opened for identification purposes.

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT			
<b>Buyer:</b>	Noel Johnson	<b>Buyer Email:</b>	njohnson1@ualr.edu
<b>Main Email:</b>	<a href="mailto:procurement@ualr.edu">procurement@ualr.edu</a>	<b>Main Phone:</b>	501-916-3144
<b>Website:</b>	<a href="https://ualr.edu/procurement/bids/">https://ualr.edu/procurement/bids/</a>		

## **Section 1 - General Instructions and Information**

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

### **1.1. Introduction and Goals**

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced suppliers to establish agreements with qualified suppliers to provide high-quality promotional items and closing materials that support the University of Arkansas at Little Rock's (UA Little Rock) branding, outreach, and engagement efforts, while offering cooperative use for other eligible Arkansas public entities. These items will support various initiatives, including but not limited to student engagement, recruitment, employee recognition, donor relations, and university events.

Resultant contracts aim to streamline and enhance the procurement process by consolidating purchasing power, ensuring compliance with legal and licensing standards, and supporting institutional marketing goals. The resulting agreement will serve not only the needs of UA Little Rock but also those of other participating agencies.

#### **Key Objectives**

- **Compliance and Quality Assurance**  
Ensure all promotional items are high-quality, durable, and aligned with UA Little Rock's branding standards and licensing requirements, including compliance with Arkansas Act 943 and CLC guidelines.
- **Cost Efficiency**  
Leverage bulk purchasing to secure competitive pricing and enable contract use by other Arkansas public entities.
- **Sustainability and Ethical Sourcing**  
Promote access to environmentally responsible and ethically produced products.
- **Streamlined Procurement**  
Simplify ordering, delivery, and invoicing processes to reduce administrative burden and improve efficiency.
- **Support for Marketing and Outreach**  
Equip UA Little Rock and partner institutions with effective promotional tools to enhance visibility, engagement, and public relations.
- **Supplier Accountability and Service**  
Maintain responsive supplier relationships with dedicated customer support and clear performance expectations.

### **1.2. Historical Data**

The following information is provided to give prospective suppliers an overview of past purchasing activity and to assist in understanding the potential scope of the resulting contract. Historical spend data is not a guarantee of future volume or commitment but reflects approximate usage over recent fiscal years. Final volumes will depend on actual demand, budgetary considerations, and departmental discretion.

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FY23	FY24	FY25
\$560,499.18	\$375,898.00	\$369,063.19

**1.3. 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/](http://ualr.edu/about/).

**1.4. Type of Contract**

- A. As a result of this solicitation, UA Little Rock intends to award contracts to multiple suppliers.
- B. The anticipated starting date for any resulting contract is **October 1, 2025**. 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 any resulting contract will be for two (2) years. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- 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.

**1.5. Schedule of Events**

- A. For informational purposes, UA Little Rock is providing a 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	August 7, 2025
Questions from Bidders due	August 15, 2025
Answers to questions posted*	August 20, 2025
Proposal and Samples Due	September 5, 2015; 2:30 PM CST

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Evaluation complete*	September 2025
Post Intent to Award and Start of Discussions*	September 2025
Award Commences*	October 1, 2025

*Table A*

**1.6. Live Proposal Opening**

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://ualr-edu.zoom.us/j/86279340550>  
Meeting ID: 862 7934 0550  
Dial-In Information: 877 853 5257 US Toll-free  
888 475 4499 US Toll-free

**1.7. University Contract Administrator**

- A. The Contract Administrator, identified during the discussion period, 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, transmit all instructions, questions, approvals, and special requests concerning the contract.
- D. The Contract Administrator may designate other university personnel to assist with the administration of the contract.

**1.8. Clarification of RFP Solicitation**

- A. All questions regarding this solicitation must be submitted via email to the buyer by the deadline listed in Table A. Questions should reference the specific item number in the solicitation. The university will issue a consolidated written response, as deemed appropriate, by the anticipated date in Table A. Responses will be posted on the university's website.
  - a. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
  - b. If questions are unclear or non-substantive, the university may request clarification or decline to respond.
- B. Suppliers must notify the buyer of any terms or conditions that would prevent submission of a compliant proposal. It is the supplier's responsibility to resolve such issues prior to submission.
- C. Non-substantive questions may be submitted at any time before the proposal opening.
- D. Only written addenda issued by UA Little Rock will modify this solicitation. Oral statements are non-binding and should not be relied upon.
- E. Addenda issued within three (3) calendar days of the proposal opening may extend the deadline and may or may not include substantive changes.

### 1.9. 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.
  - e. "Promotional item" is defined by the State of Arkansas as one (1) or more items purchased by a state agency with public funds to promote or advertise the agency.
  - f. "Made in" means the country where a product was manufactured, produced, or assembled. Product tags must not say "Made/manufactured/produced in China."
  - g. "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.
  - h. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
  - i. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
  - j. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
  - k. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
  - l. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
  - m. "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 Birthday	Veteran's Day
Independence Day	George Washington's Birthday and Daisy Gatson Bates Day
Labor Day	Memorial Day
  - n. 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.
    - 1. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
    - 2. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

- o. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- p. "State" means the State of Arkansas.
- q. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- r. "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.

#### **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**

- a. All printed responses must be:
  - 1. Formatted no larger than 8.5" x 11"
  - 2. Be fully recyclable (i.e., no plastic covers, binders, or tabs)
  - 3. Be bound using glue, staples, or thread (e.g., perfect binding, saddle stitching)
  - 4. Metal or plastic coil binding is not permitted.
  - 5. 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 a minimum of one (1) sample of each proposed promotional item and two (2) to four (4) sample shirts, jackets, and/or sweaters that are representative of the clothing offered, along with a swatch booklet containing fabric and imprint options for proposed apparel. 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.

**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.
4. Unlicensed suppliers: Proof of licensure with the agency's licensing authority.

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. 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.

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/>.

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

C. Resultant contracts made available for use by other public institutions or entities within Arkansas may be subject to each participating agency's applicable terms and conditions, including but not limited to their procurement policies, legal requirements, and administrative procedures. Suppliers must agree to coordinate with participating entities to ensure compliance with those terms.

## Section 2 - Requirements & Specifications

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

### 2.1. Expectations

Suppliers awarded under this contract are expected to deliver high-quality, brand-compliant promotional items and services that reflect the standards of the agency utilizing any resultant contract. Specific expectations include:

- A. Brand Compliance: All products must strictly adhere to university branding guidelines. Unauthorized or outdated logos will not be accepted.
- B. State Compliance – Act 943: Under Arkansas Act 943 of 2021, no funds may be used to purchase promotional items made in the People's Republic of China. All awarded suppliers must comply with this restriction throughout the contract term.
  - a. The State of Arkansas' definitions of promotional items and "made in" are listed in 1.9.
- C. Licensing: Suppliers must maintain active licensing status through the agency's partnered licensing company (e.g., CLC) for all branded merchandise and embroidery services throughout the contract term.
  - a. *Any supplier that does not hold an active license must provide documentation of licensure before the finalization of any resultant contract.*
- D. Sourcing: No products shall be made in China. See 1.8 for definition of "made in". Accurate country-of-origin reporting is required quarterly.
- E. Product Quality: Items must be durable, free of defects, and meet material and functional standards.
- F. Timely Delivery: Suppliers must meet or exceed delivery timelines, including both standard and rush fulfillment.
- G. Customer Service: Dedicated account managers must provide prompt, knowledgeable support to the university and any participating entities.
- H. Reporting: Suppliers are required to submit regular reports, including detailed Country of Origin Reports and order history analytics.

### 2.2. Supplier Responsibilities

#### A. Sample Submissions

- a. Suppliers must submit physical samples in accordance with this solicitation. These include a minimum of one (1) sample per proposed promotional item, two (2) to four (4) representative apparel samples, and a swatch booklet showing available fabric types, colors, and imprint methods. Submitted samples must correspond to proposed items and will be used to verify quality, branding, and material standards.
- b. Items must be durable, free of defects, and meet material and functional standards. All proposed products are subject to sample evaluation prior to award.
- c. Failure to provide samples may result in disqualification or affect contract award decisions.

#### B. General Responsibilities

Suppliers must fulfill the following responsibilities to ensure consistent performance, transparency, and brand integrity:

- a. Order Fulfillment: Process and deliver accurate, complete orders in accordance with approved proofs and stated timelines.



- b. Branding and Customization: Coordinate with UA Little Rock's Office of Communications—and with designated personnel at other participating institutions—for all branding, logo placement, and design approvals.
- c. Account Management: Assign a dedicated and responsive account manager to serve as the primary point of contact for all contract users.
- d. Inventory Readiness: Maintain adequate inventory levels to meet recurring and peak-period needs.
- e. Licensing Compliance: Maintain required CLC and embroidery licenses throughout the contract term.
- f. Country of Origin Compliance: Ensure 100% compliance with non-China sourcing requirements.
- g. Continuous Improvement: Recommend service enhancements, process efficiencies, and product innovations throughout the agreement term.
- h. Quarterly Country of Origin Reports: Submit within 15 business days after quarter-end, including:
  - a. Product name/description
  - b. Quantity purchased
  - c. Country of manufacture
  - d. Purchase date and department
- i. Self-Monitoring and Reporting:
  - a. Track and report response time to university inquiries (target:  $\leq 2$  business days)
  - b. Log and resolve product defects within 5 business days
  - c. Provide quarterly data on order accuracy, delivery performance, and issue resolution rates
  - d. The University of Arkansas at Little Rock and any participating agency reserves the right to request supporting documentation or conduct audits of supplier-submitted performance data, reports, or order records at any time during the contract period.

### **2.3. Required Services and Solutions**

Suppliers must provide the following services in support of product fulfillment:

- A. Custom Design Services: Support participating entities in designing and branding items in alignment with university standards.
  - a. All designs must be reviewed and approved in coordination with the University's Office of Communications prior to production.
- B. Product Sourcing: Locate and supply unique or specialized promotional products upon request.
- C. Inventory Management: Maintain adequate stock levels, including during peak demand periods.
- D. Order Fulfillment: Manage order intake, approval workflows, and shipping to ensure timely and accurate delivery.
- E. Customer Support: Respond to inquiries, offer product guidance, and resolve order issues promptly.
- F. Quality Control: Implement quality assurance practices across all product categories.
- G. Reporting and Analytics: Provide spend reports, defect tracking, and delivery performance metrics.

## 2.4. Product Scope and Categories

The supplier will work with the university to provide strategies for the following services:

- A. Suppliers must be able to provide a comprehensive selection of promotional items, including but not limited to:

Category	Examples
Apparel, Accessories, Embroidery	T-shirts, polos, sweatshirts, jackets, socks, hats, sunglasses
Custom Consumables	Disposable water bottles, napkins, etc.
Drinkware	Water bottles, mugs, tumblers, travel cups
Bags & Totes	Tote bags, drawstring backpacks, backpacks, briefcases
Stationery & Office	Notebooks, journals, sticky notes, pens, pencils, folders, calendars
Tech Gadgets	USB drives, wireless chargers, phone stands, earbuds
Event Materials	Tablecloths, banners, retractable signs, lanyards
Recognition Items	Plaques, coin sets, padfolios, awards, class gift items
Eco-Friendly Items	Recycled notebooks, seed paper, bamboo utensils, compostable bags
Personal Care Items	Hand sanitizer, lip balm, lotion, face masks
Outdoor & Leisure	Umbrellas, frisbees, coolers
Customizable Items	Keychains, stickers, magnets, buttons
Closing Materials	Branded diploma covers, coin holders
Misc Promotional Items	Any item meeting the state's promotional item definition

## 2.5. Delivery and Fulfillment Requirements

- A. Standard Delivery: Within 10–15 business days of proof approval
- B. Rush Delivery: Within 5–7 business days, when requested
- C. Order Completeness: All shipments must be delivered in full unless partial delivery is pre-authorized in writing by the ordering agency or department.
- D. Suppliers are responsible for replacing damaged, defective, or incorrect items at no cost

## **2.6. Product Compliance Standards**

All products delivered under this contract must comply with applicable federal, state, and industry safety and quality regulations. Suppliers are responsible for ensuring that all goods meet or exceed the following:

- A. CPSIA Compliance: Products intended for or likely to be used by children (e.g., toys, pens, bags) must comply with the Consumer Product Safety Improvement Act (CPSIA), including limits on phthalates, lead, and labeling requirements.
- B. FDA Compliance: Items such as lip balm, hand sanitizer, lotion, or drinkware must meet applicable U.S. Food and Drug Administration (FDA) safety standards for contact with skin or food/beverages.
- C. Durability and Material Quality: Fabrics must be colorfast, tear-resistant, and appropriate for repeated wear; plastics and metals must be free from defects, sharp edges, or unsafe materials.
- D. Eco-Friendly Claims: Any item marketed as recycled, compostable, biodegradable, or eco-friendly must include verifiable third-party certification or evidence supporting those claims.

## **2.7. Branding and Licensing Requirements**

- A. All products must comply with UA Little Rock's current branding guidelines (provided upon award).
- B. All proofs, logo placements, and custom designs must be submitted to and approved by the University's Office of Communications before production begins.
- C. Unauthorized use of university marks, colors, or designs will result in rejection of goods and may constitute grounds for termination.
- D. Suppliers must hold active Collegiate Licensing Company (CLC) licensing to produce or sell university-branded merchandise and embroidery.
- E. Knowingly misrepresenting licensing or sourcing is considered a material breach of contract.

## **2.8. Coordination with Participating Agencies**

In addition to coordination with the University of Arkansas at Little Rock's Office of Communications, the Contractor shall work collaboratively with any other participating agencies or public institutions utilizing this contract. Each participating agency may designate a specific person, department, or office responsible for reviewing and approving promotional item designs, branding, and order fulfillment processes.

The Contractor is required to maintain open communication and adhere to the direction and timelines established by each designated contact to ensure consistent branding compliance and service quality across all participating entities.

Failure to adequately coordinate with designated contacts may result in delayed approvals, shipment holds, or other remedial actions as determined by the affected agency or the University.

## 2.9. Performance Standards

The University of Arkansas at Little Rock has established the following performance expectations to ensure the Contractor's consistent delivery of high-quality, compliant products and services. These standards define required outcomes, acceptable thresholds, and remedies for insufficient performance.

- 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 the contract award, before the commencement of services, or throughout the contract. The university reserves the right to modify, add to, or remove Performance Standards during the contract term when determined to be in its best interest.
- C. Changes or additions to the Performance Standards will be made in good faith, following accepted industry norms, and may include supplier input to ensure reasonable and achievable expectations. All changes shall become official parts of the contract.
- D. Performance Standards will remain in effect for the entire term of the contract. Failure to meet these standards may result in the assessment of damages. Contractors will be allowed to respond to any findings of insufficient performance. UA Little Rock may waive penalties if extenuating circumstances outside the contractor's control are found to be the cause of nonperformance. If compensation is owed due to performance issues, the contractor must follow the University's guidance on the appropriate compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Country of Origin Compliance	100% sourced outside China (Act 943)	Immediate contract termination and up to 3 years ineligibility
Licensing Compliance	Active brand license maintained during contract lifetime	1st offense: Order suspension until license is renewed 2nd offense: Written warning Repeated offenses: Contract termination
Branding Compliance	100% compliant with branding guidelines	1st offense: Written warning and corrective action plan 2nd offense: \$500 penalty Repeated offenses: Contract termination
Proof Approval Compliance	100% approvals before production	1st offense: Written warning 2nd offense: \$500 penalty 3rd offense: 7% penalty of the total purchase amount. Repeated offenses: Contract termination
Product Quality	≥95% meet standards	1st offense: Replacement at supplier's expense 2nd offense: Up to 10% invoice deduction Repeated offenses: Contract termination

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Delivery Timeliness	≥95% on or before the agreed date unless other arrangements are agreed upon; force majeure and supply chain issues may be granted a stay of penalty so long as advance notice is given to the agency	1st offense: \$100/day penalty beyond 2-day grace 2nd offense: 5% penalty of total purchase amount and corrective plan Repeated offenses: Contract termination
Order Accuracy	≥98% accuracy	1st offense: Correction required at supplier's expense, written warning 2nd offense: 10% invoice deduction and correction at the supplier's expense Repeated offenses: Contract termination
Quarterly Reporting (based on the agency's quarterly cycle)	Submitted within 15 business days of each quarter's end	1st offense: Reminder and resubmission request 2nd offense: \$250/week penalty Repeated offenses: Contract termination
Response to Inquiries	Respond within 2 business days	1st offense: Written warning 2nd offense: \$50/day penalty for unanswered inquiries paid quarterly to the agency Repeated offenses: Contract termination
Defect Resolution	Resolve within 5 business days; force majeure and supply chain issues may be granted a stay of penalty, so long as advance notice is given to the agency	1st offense: Written warning 2nd offense: \$75/day penalty for unanswered inquiries paid quarterly to the agency Repeated offenses: Contract termination

*Table B*

## 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.
- The university may conduct cost checks based on the cost submitted by each prospective supplier on the completed Pricing response.
  - 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 cost information, prospective suppliers shall provide clarification and/or additional information as specified by the request.
- B. A university-appointed evaluation committee will evaluate and score the Information for Evaluation section of qualifying Technical Proposals. See Table C for the scoring scale.
- Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
  - After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be allowed to discuss his or her rating for each evaluation criterion.
  - After the committee discusses their scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
  - 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.
  - 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

1. This section allows respondents to differentiate based on experience, technical 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

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

c. Risk

1. 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

1. 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	SUBSECTION'S WEIGHTED PERCENTAGE	MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	20	140
Solution	10	25	175
Risk	10	15	105
Sample Quality	10	40	280
Total Technical Score	40	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.

### 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 the 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	700
Cost	300
Maximum Possible Grand Total Score	1,000

Table E

### 3.5 Discussions

- 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.
- 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 identifies 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 were 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 a 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 identifies 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 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 to price).
  - 3. A payment schedule.
  - 4. Contact information for the prospective supplier's key personnel.
- J. 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.
- K. Once the university approves, the final drafted documents will become part of the resulting contract.
- L. 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 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 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 any other competing prospective respondent.
    - 1. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's office for investigation and appropriate legal action (Arkansas Code Annotated §§ 19-11-240 and 19-11-245).
- D. 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.
- E. 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.
- F. Goods, qualifications, and services must meet or exceed the required specifications as outlined in the solicitation.
- G. The university will not pay costs incurred in the preparation of the proposal.

### **4.2. Delivery and Shipping of Goods**

- A. The university requests delivery within the indicated time frame 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.
- B. 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.
- C. 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 FOB destination.
- D. 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.

#### 4.3. 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	<a href="mailto:ACCOUNTSPAYABLE@UALR.EDU">ACCOUNTSPAYABLE@UALR.EDU</a>

- 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 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.
- G. If a resulting contract is used by other agencies, payment and invoicing provisions shall be governed by the policies and procedures of the purchasing institution. It is the supplier's responsibility to coordinate with each participating agency to ensure invoices are submitted in accordance with their specific invoicing and payment requirements, timelines, and formats.
- H. The University of Arkansas at Little Rock shall not be responsible for payments or obligations incurred by other participating institutions.

#### 4.4. 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, 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 advance, 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 an 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 the hearer could interpret as being derogatory in nature. This 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 suppliers, contractors,

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agents, employees, or subcontractors may be immediately removed from the project site and UA Little Rock premises.