



PLACEHOLDER

Arkansas School for Mathematics, Sciences, & the Arts

200 Whittington Ave, Hot Springs National Park, AR 71901 | (O)501.662.5106

Request For Proposal (RFP)

SOLICITATION INFORMATION

Solicitation Number:	ASMSA FB-26-003 RFP	Solicitation Issued:	12/4/2025
Description:	ASMSA On-Call Electrical Services		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	January 8, 2026	Bid Opening Time:	2:00 PM, CST
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	University of Arkansas at Little Rock Office of Finance - Administration Building 200 Whittington Ave. Hot Springs, AR 71901 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.
Bid's Outer Packaging:	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none">• 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

The University of Arkansas at Little Rock is conducting this RFP on behalf of the Arkansas School for Mathematics, Sciences & the Arts.

Buyer:	Stephen Malec	Buyer Email:	malecs@asmsa.org
Main Email:	malecs@asmsa.org	Main Phone:	501-622-5106
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 purpose of this Request for Proposal (RFP) is to enter into a contract with a qualified and licensed electrical contractor to provide on-call electrical maintenance, repair, and installation services at the Arkansas School for Mathematics, Sciences, and the Arts (ASMSA), located in Hot Springs National Park, Arkansas. The successful vendor shall furnish all labor, materials, equipment, supervision, and expertise required to maintain safe and efficient electrical systems across campus facilities on an as-needed basis.

1.2. Objective and Goals

ASMSA seeks to ensure continuous, reliable electrical service throughout all academic, residential, and administrative facilities. The objective of this RFP is to establish a responsive, professional, and qualified contractor capable of performing work efficiently, adhering to all applicable National Electrical Code (NEC), Arkansas State Electrical Code, and OSHA standards.

Primary goals include:

- Timely response to electrical service calls, including emergencies.
- Preventive maintenance and inspection of existing electrical systems.
- Installation, repair, and replacement of electrical infrastructure.
- Compliance with all safety, environmental, and campus operational requirements.
- Transparent communication and documentation of all work performed.

1.3. Current Operations

ASMSA's facilities and infrastructure are managed by Phil Grace, Director of Facilities and Information Technology, who oversees all campus systems, including electrical, mechanical, and IT operations. Joe Meredith, Maintenance Manager, leads daily maintenance activities and coordinates on-call service requests to ensure timely response and compliance with safety and performance standards.

ASMSA campus includes academic buildings, dormitories, laboratories, and administrative facilities that rely on stable and efficient electrical systems. The selected contractor will support ASMSA's maintenance team in providing reliable on-call electrical services to maintain operational continuity and safety.

1.4. Type of Contract

- A. This is a term contract that will be awarded to a single supplier.
- B. The anticipated starting date for any resulting contract is **February 1, 2026**. However, ASMSA 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 two (2) years.
- D. The aggregate contract term shall not exceed seven (7) years.

1.5. Schedule of Events

A. For informational purposes, a schedule of events is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of ASMSA and UA Little Rock.

Event Description	Date & Time
Release of solicitation	December 4, 2025
Bidders Conference	December 15, 2025 @ 2PM CST
Questions from Bidders due	December 19, 2025
Answers to questions posted*	January 5, 2026
Proposal Due Date	January 8, 2026 @ 2 PM CST
Interviews*	January 16, 2026*
Evaluation complete*	January 19, 2026*
Post Intent to Award and Start of Discussions*	January 21, 2026*
Recommended award submitted for legislative approval*	January 22, 2026*
Final legislative review*	February 2026*
Award Commences*	March 2026*

Table A

1.6. Non-Mandatory Bidders Conference

ASMSA 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.

Please join us via Zoom at [time] CST for a bidders conference. See Table A for the date and time of the conference.

Zoom Registration Link: <https://asmsa.zoom.us/j/92081366079>

Meeting ID: 856 7521 0910

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

888 475 4499 US Toll-free

- D. The issuing buyer will post any updates from the bidders conference on the bid page.

1.7. Live Proposal Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://asmsa.zoom.us/j/94719395575>

1.8. ASMSA Contract Administrator

- A. The Contract Administrator, shall serve as ASMSA'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 ASMSA personnel to assist with the administration of the contract.

1.9. 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 ASMSA as deemed appropriate. ASMSA's consolidated, written response is anticipated to be posted on ASMSA'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, ASMSA 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 or ASMSA 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 and ASMSA.
- E. Only an addendum written and authorized by ASMSA 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.

1.10. 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. "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 terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
 - g. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.

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- h. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
- i. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- j. "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

- k. 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.
- l. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- m. "State" means the State of Arkansas.
- n. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- o. "Solicitation Terms and Conditions" refers to ASMSA of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website:
<https://ualr.edu/procurement/bids/>.

1.11. 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. Recommended Options Form, if applicable
 - 5. 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.

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- d. **Do not include pricing in the technical response packet.**

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. Any management fees or costs should be disclosed on the financial packet.
- b. All pricing must be proposed in U.S. dollars and cents.
- c. 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 a 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 ASMSA 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.

1.12. 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.

Section 2 - Requirements & Specifications

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

2.1. General Requirements

The contractor shall provide on-call electrical repair, replacement, maintenance, and installation services for all ASMSA campus facilities. Services may include but are not limited to:

- Troubleshooting electrical failures, short circuits, and outages.
- Installing and maintaining lighting systems (interior and exterior).
- Repairing and replacing breakers, panels, outlets, and switches.
- Installing conduit, wiring, and electrical devices in compliance with code.
- Emergency response for power interruptions or hazardous conditions.

2.2. Service Availability and Response Time

- **Availability:** A 24/7 on-call contact number should be provided and maintained to ensure timely communication.
- **Response Time Expectations:** The Contractor should acknowledge routine service requests within 24 business hours and make every effort to respond to emergency requests within 2 hours of notification, either by phone or by dispatching a qualified technician to the site, working collaboratively with ASMSA to schedule and complete services as promptly as practical.
- All work must be performed by licensed electricians under the supervision of a Master Electrician licensed in Arkansas.

2.3. Work Authorization and Documentation

- Each work request will be issued by ASMSA's Facilities Manager or designee.
- The contractor must provide written estimates for approval before beginning non-emergency work.
- A Service Report/Detailed Invoice shall be submitted for each completed job, including labor, materials, time, and description of services.
- All estimates and invoices must include clear itemized list of cost components broken out by parts, labor, and other service fees.

2.4 Materials, Equipment, and Tools

- The contractor shall supply all necessary tools, equipment, and materials unless specified otherwise.
- All materials must be **new, UL-listed**, and compliant with **NEC** standards.
- Use of **substandard or refurbished components** is prohibited without documented pre-approval by Facilities Manager or designee.

2.5 Safety and Compliance

- The contractor must maintain a **safety plan** conforming to OSHA standards.
- All employees must wear appropriate **Personal Protective Equipment (PPE)**.
- The contractor must ensure safe working conditions in active educational environments.
- Lockout/tagout procedures must be used when performing live electrical work.
- All vendor contracted employees must maintain proper workplace conduct fitting ASMSA's K-12 educational standards while working on the ASMSA campus.

2.6 Licensing and Insurance

The contractor shall maintain:

- Valid **Arkansas Electrical Contractor License**.
- Workers' Compensation and Employer's Liability Insurance.

- Commercial General Liability (minimum \$1,000,000 per occurrence).
- Vehicle Liability Coverage for all service vehicles used on campus.
- Proof of insurance must be submitted with the proposal.

2.7 Invoicing and Payment

- Payment shall be made on a **time and materials** basis.
- Hourly rates must be listed for regular, overtime, weekend, and holiday work.
- Invoices must include job descriptions, labor hours, parts, and materials, and any applicable service fees.
- ASMSA reserves the right to request verification of costs.

2.8 Performance Standards

Performance Standard	Acceptable Range	Consequence for Deficiency
Response Time – Emergency	≤ 2 hours	1 written warning per quarter for first instance; 5% invoice deduction for 2 or more instances in a quarter; supplier performance review and possible contract termination for 5 instances within a quarter.
Response Time – Routine	≤ 24 business hours	1 written warning per quarter for first instance; 5% invoice deduction for 2 or more instances in a quarter.
Quality of Work	100% compliance with NEC	Correction at contractor's expense; repeated deficiencies (subject to performance review or contract cancellation).
Safety Compliance	Zero violations	Immediate corrective action required; contract termination for severe or repeated violations.

Table B

Section 3 - Selection

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

3.1 Selection Process

- ASMSA 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.
 - ASMSA 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 from the average submitted cost may be asked to justify their submitted cost.

- c. Should ASMSA request clarification and/or additional cost information, prospective suppliers shall provide clarification and/or additional information as specified by the request.

B. ASMSA-appointed evaluation committee will evaluate and score the Information for Evaluation section of qualifying Technical Proposals. See Table C for the scoring scale.

- a. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
- b. 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.
- c. 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.
- d. 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.
- e. Other agencies, consultants, and experts may also examine documents at the discretion of ASMSA.

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. ASMSA 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 ASMSA. See Table D for each subsection's total point value; listed as the Maximum Raw Score Possible.

- a. Experience & Qualifications
- b. Response Plan & Availability
- c. Cost Proposal
 - Cost proposal should include a breakdown of costs in an itemized example consistent with a standard 1 hour of labor service call w/ the cost per hour for the call separated from an all-inclusive line for service fees and other miscellaneous costs with clarification regarding within work service hours cost per hour in comparison with after work service hours cost.
- d. Interview
 - Top-scoring respondents will be contacted for interviews. Evaluators will score interviews individually, with final scores discussed in a consensus meeting. Final scores are averaged to determine the rank of each proposal.

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INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	MAXIMUM TOTAL POINTS
Experience & Qualifications	10	20	120
Response Plan & Availability	10	20	120
Cost Proposal	10	40	240
Interview	10	20	120
Total Technical Score	40	100%	600

Table D

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

$$(A/B)*C = D \quad A = \text{Actual Raw Points received for subsection in evaluation}$$

$B = \text{Maximum Raw Points possible for subsection}$

$C = \text{Maximum Weighted Score possible for subsection}$

$D = \text{Weighted Score received for subsection}$

- Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

3.3 Cost Score

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the lowest price based on a one-hour service including labor and all service/miscellaneous fees, 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:

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

$A = \text{Lowest Total Cost}$

$B = \text{Second (third, fourth, etc.) Lowest Total Cost}$

$C = \text{Maximum Points for Lowest Total Cost}$

$D = \text{Total Cost Points Received}$

3.4 Grand Total Score

The Technical Score and Interview 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, ASMSA may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible to being selected for award. See Award Process.

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	MAXIMUM POINTS POSSIBLE
Technical Proposal - Information for Evaluation	360
Cost	240
Maximum Possible Grand Total Score	600

Table E

3.5 Discussions

- A. ASMSA 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 ASMSA 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 ASMSA determine, through the discussion process, that the prospective supplier's solution, approach, timelines, deliverables, expectations of ASMSA, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, ASMSA may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- D. Should ASMSA 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 ASMSA 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 ASMSA:
 - 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 ASMSA.
 - 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 ASMSA may have to the satisfaction of ASMSA.

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- H. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and ASMSA has provided final approval.
 - a. The prospective supplier shall attend follow-up meetings as determined necessary by ASMSA. 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 ASMSA, including, at minimum:
 - a. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by ASMSA 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 ASMSA 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 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 ASMSA 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 ASMSA 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 ASMSA 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).
- 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. ASMSA 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
Arkansas School for Mathematics, Sciences, and the Arts ATTN: Accounts Payable 200 Whittington Ave, Hot Springs National Park, AR 71901	

- B. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by ASMSA.
- C. ASMSA 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 ASMSA 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 ASMSA Supplier Contract Number (SPC) should be referenced on each invoice.

4.3. On-Site Regulations

- A. ASMSA 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 ASMSA and on and within all vehicles on ASMSA property, and on and within all ASMSA vehicles at any location.
- B. The policies of ASMSA, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any ASMSA 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 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 ASMSA. 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 ASMSA premises.