

Southeast Arkansas College



Purchasing Office
1900 Hazel Street
Pine Bluff, Arkansas 71603



REQUEST FOR PROPOSAL SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SEARFP-23-04	Solicitation Issued:	April 26, 2023
Description:	Athletic Apparel and Equipment		
Agency:	Southeast Arkansas (SEARK) College		

SUBMISSION DEADLINE			
Bid Submission Deadline:	May 3, 2023	Bid Submission Time:	4:00 PM, Central Time
Bid Opening Date:	May 4, 2023	Bid Opening Time:	10:00 AM, Central Time
Deliver proposal submissions for this Request for Proposal to Southeast Arkansas College on or before the bid submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Proposal Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location:	<p>Southeast Arkansas College ATTN: Alison Hunthrop 1900 Hazel Street Pine Bluff, Arkansas 71603</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to SEARK's street address on a schedule determined by each individual provider. These providers will deliver to SEARK based solely on the street address. Prospective Contractors assume all risk for timely and properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information:</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address <p>If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p>

SEARK COLLEGE PURCHASING OFFICE CONTACT INFORMATION			
SEARK Buyer:	Alison Hunthrop	Buyer's Direct Phone Number:	870-850-8629
Email Address:	rfp@seark.edu	SEARK's Main Number:	870-543-5900
SEARK Website:	https://www.seark.edu/		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

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

1.1 INTRODUCTION

Southeast Arkansas (SEARK) College has issued this Request for Proposal (RFP) to obtain pricing for an athletic-wide apparel and equipment agreement. This agreement should incorporate all SEARK's athletic programs and athletes in its National Junior College Athletic Association (NJCAA) Division 2, Region 2 program under an official apparel company.

Direct all questions, comments, or concerns you may have regarding this solicitation to the SEARK College Purchasing Office. Additionally, the SEARK College Purchasing Office is to be the sole point of contact throughout the solicitation process.

1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://seark-edu.zoom.us/j/91910356484?pwd=bFNIMmU3U1gyVXAzdIN5bWN6UndMQT09>

Meeting ID: 919 1035 6484

Meeting Password: 523697

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

888 475 4499 US Toll-free

1.3 TYPE OF CONTRACT

- A. As a result of this RFP, SEARK intends to award a contract to a single Contractor.
- A. The anticipated starting date for any resulting contract is May 31, 2023, except that the actual contract start date may be adjusted unilaterally by the College for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- B. The initial term of any resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and SEARK, the contract may be renewed by the College for up to three (3) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of four (4) consecutive years.

1.4 SOLICITATION SCHEDULE

- A. For informational purposes, SEARK is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the College.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	April 26, 2023
Deadline for Prospective Contractor Questions	April 28, 2023, 12:00 PM, CST
Answers to Questions Posted to SEARK website*	May 1, 2023
Proposal Due Date	May 3, 2023, 4:00 PM CST
Post Anticipation to Award*	May 15, 2023
Award Contract*	May 31, 2023

1.5 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the buyer as shown on page one (1) of this *Solicitation*.
 - 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - 2. Prospective Contractors' written questions will be consolidated and responded to by SEARK College as deemed appropriate. The College's consolidated written response is anticipated to be posted to the SEARK website (<https://www.seark.edu/bidop>) by the close of business on the date provided in Section 1.4, Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the College may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the SEARK buyer of any term, condition, etc. that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the SEARK buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by Southeast Arkansas College will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the College.

1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this solicitation.
- C. "Contractor" or "Vendor" means a person or company who sells or contracts to sell commodities and/or services.
- D. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- E. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. "**Shall**" and "**must**" mean the imperative and are used to identify requirements.
- G. "Requirement" means something required.
- H. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. "SEARK College," "SEARK," and "the College" all refer to Southeast Arkansas College.

1.7 RESPONSE DOCUMENTS

A. Original *Technical Proposal Packet*

1. The original *Technical Proposal Packet* **must** be received on or before the Bid Submission Deadline.
2. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
3. The following items are proposal submission requirements and **must** be submitted as a hard copy in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. Signature may be ink or digital. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - The *Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
 - iii. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the College.
 - iv. *Exceptions Form*.
4. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's technical proposal:
 - a. *EO 98-04: Contract and Grant Disclosure Form*
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - c. Signed addenda, if applicable
 - d. *Israel Boycott Restriction Certification*
 - e. *Illegal Immigrant Certification Form*
 - f. *W-9 Form*
 - g. *SEARK College Vendor Registration Application*
 - h. *Southeast Arkansas College Terms & Conditions*
5. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Official Solicitation Price Sheet*

In addition to the original *Technical Proposal Packet* and the *Official Solicitation Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*

- a. One (1) complete hard copy (marked "COPY") of the *Technical Proposal Packet*.
- b. One (1) electronic copy of the *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. The *Information for Evaluation* and *Exceptions Form* subsections should be a separate file on the flash drive or CD.
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If SEARK requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the *Official Solicitation Price Sheet*

- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Solicitation Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. The *Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
 - ii. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.

1.8 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specification Requirements Section(s) of this RFP by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Contractor understands and agrees its submission of a proposal to represent that its proposal meets all such Requirements.
- B. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any Requirements in the Specification Requirements Section(s) of this RFP.

1.9 ADDITIONAL TERMS AND CONDITIONS

- A. This RFP incorporates all of the Solicitation Terms and Conditions located on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates):
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. All proposals are also subject to Southeast Arkansas College's Terms & Conditions, which can be found at https://www.seark.edu/sites/default/files/2019-11/TERMS_AND_CONDITION.pdf.
- C. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- D. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the **Standard Commodities Contract or the Services Contract (SRV-1) Fillable Form** by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Commodities Contract can be viewed on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates):
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>. The Services Contract (SRV-1) Fillable Form can be viewed on the TSS OSP website here (Agencies – Services – Forms):
<https://www.transform.ar.gov/procurement/agencies/services/>.
- E. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 1.9.A, 1.9.B, and 1.9.D.

1.10 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by SEARK College.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include any changes in the *Bid Solicitation*.
- C. The Prospective Contractor is expected to check the SEARK website (<https://www.seark.edu/bidop>) for any and all addenda up to bid or proposal opening.
- D. A signed copy of any addenda should also be included in the Prospective Contractor's *Technical Proposal Packet* and **must** be submitted before any contract is awarded.

1.11 MINORITY BUSINESS POLICY

- A. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is owned by a lawful, permanent resident of the State who is
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A service-disabled veteran as designated by the United States Department of Veteran Affairs
- B. Pursuant to Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful, permanent residents of the State.
- C. The Arkansas Economic Development Commission conducts a certification for minority-owned and women-owned business enterprises. If certified, the Prospective Contractor's certification number should be included on the *Proposal Signature Page*.
- D. For more information on how to register with the Minority and Women-Owned Business Enterprise

division of the Arkansas Economic Development Commission as a certified minority or women-owned business, log on to <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>.

1.12 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the College **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included in the *Technical Proposal Packet*.
- C. Prospective Contractors who are not required by law to have an EO Policy **must** submit a written statement to that effect.

1.13 PROHIBITION OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Solicitation*, Prospective Contractors agree and certify that they do not employ or contract with illegal immigrants. If selected for award, the Prospective Contractor certifies that they **shall not** employ or contract with illegal immigrants during the aggregate term of the contract.

1.14 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 company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the *Proposal Signature Page* of the response packet, the Prospective Contractor agrees and certifies that Prospective Contractor does not and **shall not** boycott Israel for the duration of the contract.

1.15 GOVERNOR'S EXECUTIVE ORDER 98-04

- A. For bids over \$25,000, Prospective Contractors should complete the disclosure form as part of the *Technical Proposal Packet*.
- B. The *EO 98-04: Contract and Grant Disclosure Form* discloses possible conflicts of interest between any Contractor personnel and any State personnel, including all branches of State government.

1.16 RESERVATION

- A. This RFP does not commit Southeast Arkansas College to award a contract, to pay for costs incurred in the preparation of a bid response to this *Solicitation*, or to procure or contract for commodities or services.
- B. SEARK College has the right to cancel part or all of this *Solicitation* or to award or not to award a contract if it is in the best interest of the College to do so.

1.17 TERMINATION AND CANCELLATION CLAUSES

- A. Non-Appropriation Clause Pursuant to §19-11-1012(11):

In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of any resulting Contract from this RFP, the Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For convenience:

The College may terminate any resulting contract from this RFP for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the College's only payment obligation under the Contract **shall** be for those commodities ordered prior to the effective date of termination.

C. For cause:

The College may cancel any resulting Contract from this RFP for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the College will advise the Contractor in writing of the reasons why the College is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

1.18 PAYMENT AND INVOICE PROVISIONS

A. Invoices should be forwarded to the following address:

Southeast Arkansas College
ATTN: Accounts Payable
P. O. Box 1180
Pine Bluff, AR 71613-1180

B. It is also acceptable to send invoices via email to accounts.payable@seark.edu.

- C. Invoices should be itemized and include the purchase order (PO) number and/or contract number. Additionally, SEARK College is not a tax-exempt institution, so any applicable taxes should be listed on the invoice.
- D. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and/or services by the College. Invoices **shall not** be submitted in advance of delivery and acceptance. Payment will be made only after the Contractor has successfully satisfied the College as to the goods and/or services purchased.

SECTION 2 – SPECIFICATION REQUIREMENTS

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

2.1 INTRODUCTION

Southeast Arkansas (SEARK) College has issued this Request for Proposal (RFP) to obtain pricing for an athletic-wide apparel and equipment agreement. This agreement should incorporate all SEARK's athletic programs and athletes in its National Junior College Athletic Association (NJCAA) Division 2, Region 2 program under an official apparel company. (NOTE: Any merchandise that is not handled and provided by the exclusive Contractor may be purchased from other Vendors by SEARK College.)

Beginning in the fall of 2023, SEARK College will offer men's baseball, women's softball, and esports. Men's and women's basketball and cheerleading is scheduled to begin in late 2024. The number of student athletes is projected to be approximately 100 in 2023. Athletic staff will consist of between 9 and 10 part-time and full-time individuals.

SEARK plans to purchase apparel and equipment on an as-needed basis and does not guarantee minimum annual apparel or equipment purchases. The Apparent Successful Contractor **must** be able to take orders via purchase order (PO).

Apparel purchased **must** be considered popular in style. Athletic apparel includes items such as but not limited to game and practice shoes, jerseys, pants, shirts, uniforms, caps, shorts; wind suits/travel gear; warm-up gear; travel bags; socks; sports bras; polo shirts for athletes, coaches, and/or staff. Athletic equipment includes such items as but is not limited to basketballs, baseballs, softballs, bats, pompoms, practice equipment, protective equipment, training equipment, court/field equipment.

The contract **shall** be awarded to the Prospective Contractor who best satisfies the College's needs, service performance requirements, and optimum cost. Cost will not be the sole criterion for determining the contract award. Prospective Contractors **shall** state a percentage discount off a published list price or other proposed method(s) on the *Official Bid Price Sheet*. A copy of the Prospective Contractor's catalog (print or online access) **must** be included with the *Technical Proposal Packet*.

2.2 SUBMISSION REQUIREMENTS

The items listed below may not apply to all Vendors. If a Prospective Contractor does not offer a particular item, record "N/A" or "Does not apply" in the appropriate area of the *Information for Evaluation* section of the *Technical Proposal Packet*.

- A. Describe how the company plans to provide exclusive uniform and apparel supplies for each of the sponsored athletic programs, support personnel, and support programs.
- B. Apparel Items Offered/Apparel Pricing – Explain how apparel items would be priced (e.g., percentage off catalog price for all purchases by SEARK Athletics or a description of the discount from list price). **Do not list specific amounts or discounts in this area; these details should be listed on the Official Bid Price Sheet.** Include catalogs (print or online access) with published pricing for specific apparel listed above, where applicable. Include standard and specialty sizes.
- C. Annual Apparel Purchase Minimums – List any minimums required for annual purchases.
- D. Apparel Brand Sponsorship – State brand sponsorship, if any, and requirements for such sponsorship.
- E. Changeover Requirements – Describe any requirements for apparel changeovers and/or updates.
- F. Equipment Items Offered/Equipment Pricing – Discuss how equipment items would be priced (e.g., percentage off catalog price for all purchases by SEARK Athletics or a description of the discount from

list price). **Do not list specific amounts or discounts in this area; these details should be listed on the Official Bid Price Sheet.** Include catalogs (print or online access) with published pricing for specific equipment listed above, where applicable.

- G. Annual Equipment Purchase Minimums – Notate any minimums required for annual purchases.
- H. Equipment Brand Sponsorship – State brand sponsorship, if any, and requirements of such sponsorship.
- I. Marketing and Advertising – Describe the company’s marketing and licensing strategies and requirements for athletic equipment and apparel. List any marketing and advertising partnerships with SEARK through various methods such as but not limited to facility signage, posters, official game-day programs, webpage advertising, schedule cards, etc.
- J. Annual Incentives – Discuss incentives paid to SEARK Athletics, including any championship incentives, for the outfitted teams, tournament placements, and other appearances, etc. Provide a product credit amount to SEARK Athletics per contract year as well as any in-kind contributions and percentage off catalog pricing. Additionally, provide any rebate amounts for purchases made each year. **Do not list specific amounts or discounts in this area; these details should be listed on the Official Bid Price Sheet.**
- K. Ordering Methods – Describe all methods available to SEARK and its athletes to order athletic apparel and equipment. Description **must** include payment methods accepted for SEARK (e.g., purchase order, credit card, etc.) and its student athletes.
- L. Order Processing – State the average lead times/delivery schedules, backorder processes, special order abilities, emergency order abilities, shipping methods (e.g., USPS, FedEx, UPS, etc.; standard shipping, express, overnight, etc.), and shipping costs (e.g., flat fee, percentage, weight-based, included in price, etc.), and policies for returns and exchanges.
- M. Hours of Operation – Document the days and times orders may be placed. Also, include customer service hours of operation.
- N. Expertise and Experience – Using the information referenced in the *Bid Solicitation*, describe the company’s expertise and experience with athletic programs of this type as well as institutions similar to SEARK College.
- O. Other Considerations – List any other considerations the Vendor believes would be beneficial in gaining official status with SEARK Athletics. For example, would online discounts be available to staff, students, and parents, or would SEARK employees be able to receive discounts at certain times throughout the year?
- P. References – Supply at least three (3) reference accounts (including individuals to contact and telephone numbers.) NOTE: A negative response may disqualify the proposal.

2.3 PERFORMANCE STANDARDS

- A. The awarded Vendor **shall** provide the contracted commodities to the College in accordance with standards of care and diligence consistent with recognized and sound sales practices.
- B. If the Vendor does not have a needed product in stock, is not able to ship said product within the needed timeframe, or the College can find the same product at a cheaper cost, SEARK has the right to order the desired product from another Vendor.
- C. Excessive need to purchase products from other Vendors **shall** result in contract negotiations. Negotiation failure may result in contract cancellation.

- D. If an online catalog is offered, excessive downtime of the online catalog **shall** result in contract negotiations. Failure to resolve any issues during negotiations may result in contract cancellation.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. SEARK has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, SEARK has final determination of the performance acceptability.

SECTION 3 – SELECTION

- **Do not** provide responses to items in this section.

3.1 TECHNICAL PROPOSAL SCORE

- A. SEARK will review each *Technical Proposal Packet* to verify submission Requirements have been met. **Technical Proposals Packets that do not meet submission Requirements will be rejected and will not be evaluated.**
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability, or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the Evaluation Committee members will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the College.

C. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
2. The College has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Overall Proposal Content	20	30%	210
E.2 Experience in Providing Athletic Apparel and Equipment to Agencies Similar to SEARK College	15	21%	147
E.3 Plan to Outfit Each Athletic Program and Marketing/Licensing Strategies	15	21%	147
E.4 Selection of Desired Apparel and Equipment	10	14%	98
E.5 Ease of Ordering, Ability to Meet Shipping Deadlines, and Customer Service Availability	10	14%	98
Total Technical Score	70	100%	700

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

D. The proposal'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

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

F. **Technical Proposals that do not receive a minimum weighted score/subtotal of 500 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.**

3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the most advantageous offer to the College (including but not limited to percentage discounts off catalog prices, rebates, marketing packages, free goods, etc.) shown in *Table 1* of the *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount 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

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. The College may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for an award.

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 DISCUSSIONS

Any necessary discussions will take place via Zoom or Microsoft Teams.

Arkansas Procurement Law allows for discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for an award. SEARK College reserves the discretion and the right to engage in discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and State of Arkansas procurement rules. After initial evaluation, the College may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.