

LITTLE ROCK TECHNOLOGY PARK
PO BOX 3836
LITTLE ROCK, AR 72203
501-658-5231
RFP@LRTECHPARK.COM

**REQUEST FOR PROPOSAL FOR OFFICE FURNITURE & FIXTURES
PHASE 2 OF THE LITTLE ROCK TECHNOLOGY PARK PROJECT**

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The Little Rock Technology Park Authority is seeking proposals for the provision of office furniture for Phase 2 as described below.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the LRTPA intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The Little Rock Technology Park Authority will hereinafter be referred to as the "LRTPA." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: The LRTPA requires desks, chairs, storage, common area (lounge) furniture, upholstered chairs, sofas, and tables. Delivery is targeted between 4th quarter 2024. If bidders are unable to meet the preferred delivery dates then state the estimated lead-time and, if awarded the contract the delivery date must be coordinated with and acceptable to the LRTPA.

The Contractor must be prepared to warehouse incomplete shipments until all essential products/areas are available for complete installation. Warehousing may also be required at no additional charge if product is not delivered precisely as acknowledged and/or to better coordinate installation scheduling. A delivery and installation schedule shall be established and adhered to.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the LRTPA's best interests, including, but not limited to: cost, delivery, warranty, style/design, ability to meet specifications, responsiveness to terms and conditions, and references from institutions using the same products.

- 1.5 Samples: Bidders **may** be asked to provide a sample for each item offered prior to award. Samples shall be exact and true representatives of the material offered. Each sample shall be properly tagged or labeled with the name of the bidder, the bid opening date, and the specific commodity or item number. Samples shall be provided at no cost to the LRTPA. In the event the delivered product fails to conform to the sample provided, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the LRTPA.

If required, bid samples shall be submitted to:

Brent Birch
Little Rock Technology Park
417 Main Street
Little Rock, AR 72201

- 1.6 Alternates: Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article, which the LRTPA, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the LRTPA to determine if the product offered meets the requirements of the solicitation. **NOTE: Detailed material & construction specifications must be included with your proposal. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive.**
- 1.7 Communication with the LRTPA: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all known parties that have received a copy of the RFP.

Inquiries must be made to: rfp@lrtechpark.com

- 1.8 Award of Proposal: Presentations may be requested of two or more bidders deemed by the LRTPA to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the LRTPA may select the bidder(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that

bidder. The LRTPA reserves the right to waive minor irregularities. The LRTPA reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the LRTPA. Should the LRTPA determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

- 1.9 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Little Rock Technology Park Authority Board within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.10 Confidentiality: The information contained in proposals submitted for the LRTPA's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The LRTPA will honor requests for confidentiality for information of a proprietary nature. Clearly mark any information considered confidential on Attachment C.
- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.12 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the LRTPA will be notified of any change in this status.
- 1.13 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.14 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 90 days from the due date of the proposal.
- 1.15 Proposal Submission: A **SIGNED** original and an electronic version of the proposal must be submitted to the Little Rock Technology Park, 417 Main St., Little Rock, 72201, in a sealed envelope by **2:00 P.M , September 13, 2024**, to be considered. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Vendors

are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The LRTPA assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the LRTPA determines that circumstances require it. The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP: Phase 2 Office Furniture

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the LRTPA and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.4 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from Brent Birch, (501) 658-5231.
- 2.5 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Arkansas. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Arkansas.

- 2.6 **Assignment:** Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the LRTPA.
- 2.7 **Equal Opportunity:** In the execution of the contract, the Contractor and all subcontractors agree not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 2.8 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual; the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the LRTPA. The Contractor is not to be deemed an employee or agent of the LRTPA and has no authority to make any binding commitments or obligations on behalf of the LRTPA except as expressly provided herein.
- 2.9 **Sexual Harassment:** The LRTPA is committed to providing a positive environment for all tenants and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The LRTPA thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Failure to comply with State and Federal law could result in termination of this contract without advanced notice.
- 2.10 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the LRTPA and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the LRTPA or for which the LRTPA may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.11 **Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

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<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The LRTPA shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Little Rock Technology Park
PO Box 3836
Little Rock, AR 72203

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the LRTPA should be included as follows:

Little Rock Technology Park
PO Box 3836
Little Rock, AR 72203

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **Contract Administration:** The Executive Director, Brent Birch, (501) 658-5231, or a designee shall be the LRTPA's authorized representative in all matters pertaining to the administration of this contract.
- 3.2 **Payments:** Payment will be upon final acceptance and submittal of an invoice to the LRTPA, by the Contractor on a net 30 basis unless discount terms are offered.
- 3.3 **Transportation Charges:** Quotations must be F.O.B. Destination. Delivery shall be tailgate of the truck to the interior of 421 Main St. Little Rock, AR 72201. Prices quoted will be considered to include all charges for transportation, packaging, crates, containers, insurance, duty and brokerage charges, etc. necessary to complete delivery.
- 3.4 **Delivery Notification:** The LRTPA shall be notified at least 72 hours prior to delivery so that personnel may be available to accept delivery and verify items received. Notification shall be made to Brent Birch, rfp@lrtechpark.com or (501) 658-5231.
- 3.5 **Warranty:** All materials and equipment shall be fully guaranteed against defects for minimum period of five (5) years following date of delivery or acceptance. A detailed copy of the manufacturer's warranty must be provided with your proposal.

4.0 SPECIFICATIONS:

All specifications are provided to convey the style, appearance, and quality of the furniture. Variances from specific description will be considered

General Specification

The LRTPA has prepared a conceptual layout – Attachment A – for the required furnishings. Alternate suggestions will be considered for acceptance based on budget constraints. Timing is also an issue, so items with shorter lead times will also be considered.

It is the LRTPA's intent to use furniture as described in the design intent. Please submit proposals for products based on your interpretation of the project requirements. The Owner is looking for value oriented, creative, durable, and flexible solutions to the furniture needs for the project.

5.0 PROPOSAL CONTENT:

5.1 Business Profile: **At this time, we are not requesting that bidders provide the information listed in 5.1.5 and 5.1.6, however, the LRTPA reserves the right to require responses to 5.1.5 and 5.1.6 prior to award.**

5.1.1 Names, title, and resumes of key individuals proposed for the duration of the project. In the event that oral presentations are conducted, the designated key individual will be required to attend along with other representatives of the Bidder.

5.1.2 Provide a brief profile of the Bidder, including its principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the Bidder's financial condition, as well as the name, address, and telephone number of the Bidder's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures, etc.) that may impede the Bidder's ability to complete the project.

5.1.3 Identify all qualifications and organizational capabilities that will establish the Bidder as a satisfactory provider of the required work by reason of its strength and stability.

5.1.4 Identify subcontractors, if any, by company name, address, contact individual, telephone number, and project function. Provide the same information for each subcontractor as requested above.

5.2 References: A list of three references is required to be submitted with your quotation. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one.**

5.3 Price Proposal: **NOTE - Delivery is preferred in 2024.**

The price to be quoted in Attachment B in any proposal will include all items of labor, materials, tools, equipment, delivery, installation and other costs necessary to fully meet the requirements of LRTPA. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

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Price proposals shall include all freight charges, FOB to the designated delivery points.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The owner is a nonprofit corporation formed under enabling legislation passed by the Arkansas General Assembly. The contractor's pricing should be based upon its percentage ratio of those prices in the state of Arkansas' current purchasing contract with the contractor. For example, if the contractor proposes a price of 95%, then all prices for furniture and fixtures purchased under this Request for Proposal will be based upon 95% of the state's contract price.

5.4 SIGNATURE:

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

6.0 EVALUATION CRITERIA:

6.1 The specifications, as amended through the request for approval or exception process, and any addenda thereto, set forth the minimum requirements of the components, warranty, service, support and other deliverables LRTPA requires through this procurement.

The award of this contract shall be made to the Bidder whose proposal, in the opinion of LRTPA, best meets the established criteria listed herein. Technical superiority, individual assigned to the project, and project approach are part of the evaluation criteria, as well as previous experience, and are listed as follows:

6.1.1 Project Approach

A description of the Bidder’s methodology for achieving LRTPA’s overall project goals is an essential part of the evaluation process. Bidders must provide a list of product offerings with warranty and customer service information, a work program outlining proposed tasks along with estimated man days of effort and costs for each task, and a time schedule indicating start and completion date for each task. The Bidder is expected to propose a project approach to best achieve the project purposes, and LRTPA will evaluate the quality of the proposed products. The detailed work program produced from this will set forth all phases of the project and serve as a basis for the contractually required performance.

6.1.2 Organizational Background, Qualifications and Capabilities

Along with resumes and responsibilities for key individual in the project, proposals should include a brief summary of the Bidder’s overall organization and background of the firm, including areas of practice, stability, and internal quality control program. The Bidder’s background, resources and capabilities in relevant areas should be described. Significant emphasis will be placed on the Bidder’s ability to complete work in a timely manner, size of the firm relative to the size of the project, proposed project staff resources and proposed use of subcontractors. Beyond service history, the structure of the corporation, availability of corporate support, and the financial viability of the firm will be considered. Additionally, LRTPA is seeking the ability of the Bidder to demonstrate a history of providing high quality customer service, as service quality is a vital review component.

6.1.3 Related Experience and References

The Bidder shall submit a list of three (3) references for projects of similar scope, within the past three years, which have awarded the Bidder contracts for similar services, and the size of the contract, including US dollar value. Any situation in which damages have or are being made against the Bidder, a contract has been canceled or a claim has been made on a surety bond, must be clearly explained. A contact individual’s name and phone number from the procuring agencies must be provided.

6.1.4 Price

Price is an important determinant for award, but not the sole consideration. Price will be evaluated on its overall relationship to being most advantageous and favorable to LRTPA.

6.1.5 Product Design and Performance

The RFP review process will use the product information provided by the Bidder in its technical submittal to evaluate this factor. Product construction and system design, as well as documented reliability, may be used in this evaluation, as well as other design and performance elements of the components, which comprise these products. At a minimum, product warranty, test results, safety and maintenance factors and cost of operation for the product design and system components proposed may be considered in determining a final value for this factor.

7.0 PUBLIC DISCLOSURE OF PROPOSALS:

7.1 LRTPA is subject to the Arkansas Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Arkansas FOIA statutes. As such, all proposals submitted to LRTPA will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Arkansas FOIA. It is LRTPA's sole right and responsibility; however, to make the determination whether these items are exempt or not exempt under the Arkansas FOIA statutes. Clearly identified proprietary information will not be disclosed during the selection process. Attachment I provides a place to identify any proprietary information.

The Bidder shall identify in Attachment C any proprietary information contained in their proposal, and return the document with submission of proposal materials. If no proprietary information is included in the proposal, the Bidder shall mark the appropriate box on Attachment I and return the document with submission of proposal materials.

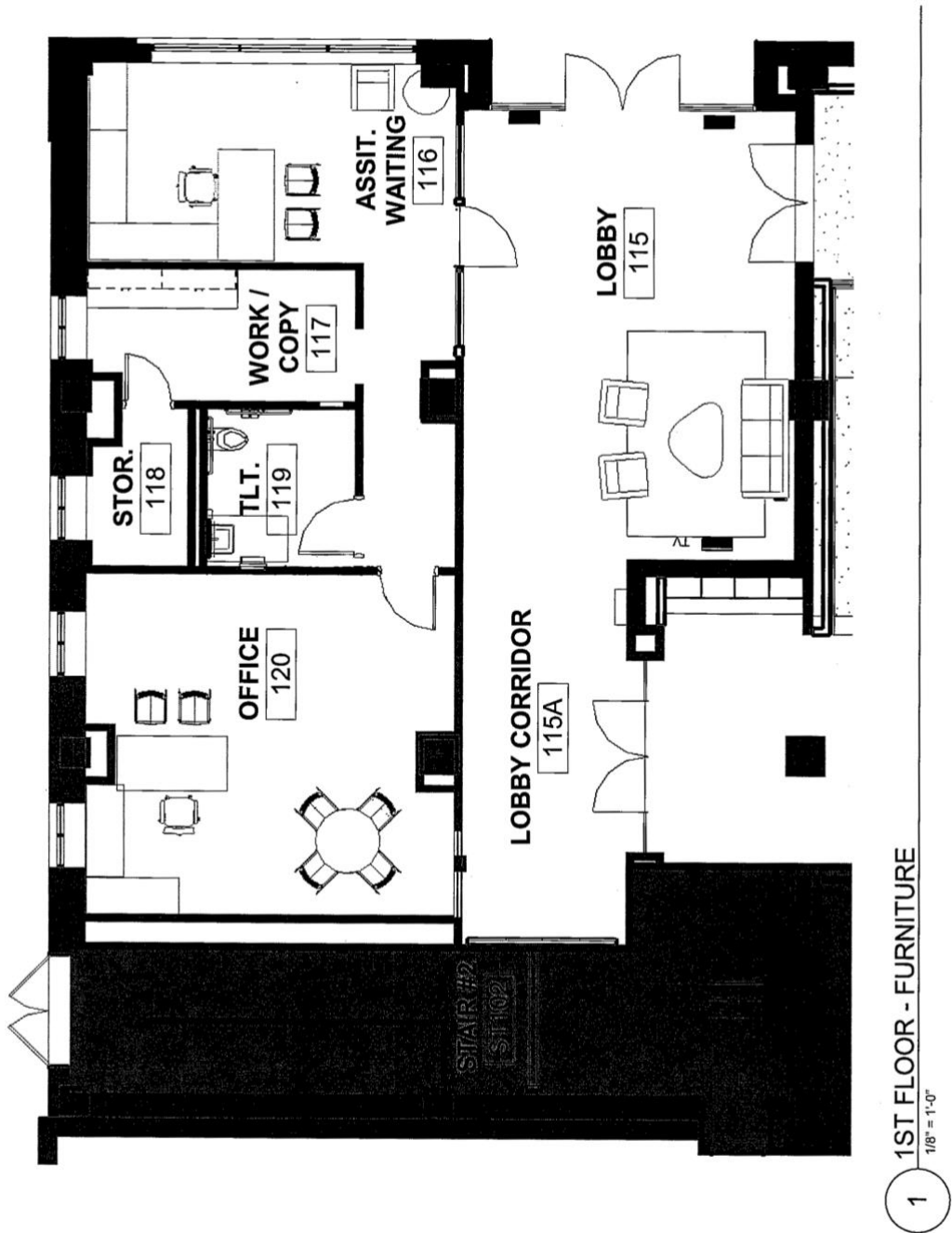
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All data, documentation and innovations developed as a result of these contractual services shall become the property of LRTPA.

ATTACHMENT A

Conceptual furniture layout for administration and lobby area of 421 Main Street. Other options and ideas are welcome. Furniture shown is not necessarily to scale and shouldn't be interpreted as a size requirement.



ATTACHMENT B

Pricing schedule in Excel format.

REFER TO PROVIDED SPREADSHEET

1. Insert additional rows as required. Each furniture component for each listed room number should be on an individual row.
2. The Bidder assumes all responsibility for completeness and accuracy of the submitted spreadsheet.
3. Any additional furniture & fixtures identified should be presented in the applicable section.

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Name of Firm/Bidder: _____

Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Arkansas Freedom of Information Act; however, the Bidder is recommended to request protections, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE