1 Introduction, General Information, Terms and Conditions

1.1 **Please refer to the attached cover letter.**

Attached Document(s): [12672.058 UAS Employee Discount Services RFP\_Cover\_Letter(6146628.3).docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C100914743%3Fdoc_id%3D100914743%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_4292_07%26popup%3D1)

1.2 **Purpose of RFP**

You are invited to submit a proposal in response to this Request for Proposal for an employee discount services program.

The following services are requested:

* Employee Discount Services for a variety of merchant services
* Eligibility maintenance (if required as part of your service delivery model)
* Member support service (if included as part of your service delivery model)
* Online and mobile access to discount services
* Support for program announcement and communication
* Periodic reporting on program use

1.3 **Background Information**

The University of Arkansas System (“UAS” or “the University”) is a public institution of higher education, created by the Arkansas constitution, to provide post-secondary education to the citizens of Arkansas.  It is governed by a ten-member Board of Trustees, appointed by the Governor for ten-year terms.

The University of Arkansas System includes 24 educational and related entities dispersed throughout the State of Arkansas. UAS benefit programs cover more than 20,000 eligible employees. UAS offers an extensive array of benefit programs to its eligible employees and their dependents. All benefit plans covering employees at UAS campuses can be viewed at <https://benefits.uasys.edu/>. In the upper right-hand corner of the website home page, the viewer can toggle between campuses to discover how the benefits vary by campus.

The University uses Workday for core administrative systems related to Finance, Procurement, Human Capital Management, Payroll and Student Administration. Affiliates are not using Workday. Each affiliate manages employee benefits on its own and coordinates directly with vendors providing services.

UAS has the following number of benefits-eligible employees at different entities:

| **UAS Locations** | **# Eligible Employees** |
| --- | --- |
| **Campuses and Core Entities** |   |
| 1.     Arkansas School for Mathematics, Sciences, and the Arts (ASMSA) | 78 |
| 2.     Cossatot Community College of the University of Arkansas (CCCUA) | 128 |
| 3.     Phillips Community College of the University of Arkansas (PCCUA) | 175 |
| 4.     University of Arkansas Clinton School of Public Service (UACS) | 18 |
| 5.     University of Arkansas Community College Batesville (UACCB) | 110 |
| 6.     University of Arkansas Community College at Hope/Texarkana (UACCHT) | 119 |
| 7.     University of Arkansas Community College at Morrilton (UACCM) | 156 |
| 8.     University of Arkansas Community College Rich Mountain (UACCRM) | 86 |
| 9.     University of Arkansas, Criminal Justice Institute (CJI) | 33 |
| 10.  University of Arkansas Division of Agriculture (UADA) | 1,122 |
| 11.  University of Arkansas, Fayetteville (UAF) | 3,974 |
| 12.  University of Arkansas Fort Smith (UAFS) | 524 |
| 13.  University of Arkansas Little Rock (UALR) | 1,211 |
| 14.  University of Arkansas for Medical Services (UAMS) | 10,895 |
| 15.  University of Arkansas Monticello (UAM) | 378 |
| 16.  University of Arkansas Pine Bluff (UAPB) | 634 |
| 17.  University of Arkansas Pulaski Technical College (UAPTC) | 330 |
| 18.  University of Arkansas System Office | 79 |
| 19.  University of Arkansas eVersity (UASYSEV) | 17 |
| Sub-total | 20,067 |
| **Affiliates** |   |
| 20.  Walton Art Center | 88 |
| 21.  Winthrop Rockefeller Foundation | 60 |
| 22.  University of Arkansas Foundation | 9 |
| 23.  Razorback Foundation | 15 |
| 24.  Technology Development Foundation | 2 |
| Sub-total | 174 |
| **GRAND TOTAL** | **20,141** |

1.4 **Issuance of RFP**

This Request for Proposal (RFP) is issued by UAS with Segal supporting the RFP process and providing coordination of responses. Segal will serve as the sole point of contact for this RFP. Bidder questions regarding all RFP matters should be addressed to Mr. John Hardy. Questions can be submitted via the "Ask Question" feature through ProposalTech, Segal's web-based proposal tool (https://www.proposaltech.com), in the left-hand side menu or through the "QAs" tab under an individual question in the RFP. If you are unable to send questions through ProposalTech, then questions can be submitted via email to:jhardy@segalco.com.

Information about this RFP will also be posted on the University's procurement website called “Hogbid” at https://hogbid.uark.edu/.

1.5 **Projected Timetable of Activities and Evaluation and Selection Process**

The following schedule will apply to this RFP, but may change in accordance with the UAS's needs:

| **Action** | **Due Date** |
| --- | --- |
| RFP Released, Posted on Hogbid, Opened on ProposalTech |  June 30, 2022 |
| Bidder Questions Due by 5:00 p.m. CST |  July 7 |
| Respond to Bidder Questions with Post on HogBid | July 14 |
| Intent to Bid Reply Due by 5:00 p.m. CST | Jul 19 |
| Proposal Submission Deadline by 5:00 p.m. CST | July 28 |
| Proposal Opening Event at 10:00a.m. CST Note:  Attendance at proposal opening is not required.  No award will be made.  Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time. | July 29 |
| Proposal Evaluations | Week of August 1 |
| Virtual Finalist Meetings and Demonstrations (if necessary) | Week of August 8 |
| Notice of Intent to Award | Week of August 15 |
| Review and Execution of Contracts and Agreements | August/September 2022 |
| Implementation Planning | September 2022 |
| Program Announcement | October 2022 |
| Anticipated Contract Effective Date | January 1, 2023 |

It is the intent of the UAS to award a Contract to the Respondent(s) deemed to be the most qualified and responsive firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UAS assessment of the Respondent's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UAS reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UAS. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAS (for whatever reason), UAS may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of one hundred twenty (120) days after the due date and time for submission of Proposals. Each proposal will receive a complete evaluation and will be assigned a score of up to 100 points based on the following items:

| **Category** | **Weighting** | **Sample of Criteria to be Analyzed** |
| --- | --- | --- |
| Service Cost | 30 | §  Service Fees Payable by the University and Duration§  Implementation Credits and Allowances |
| Capability and Relevant Experience | 10 | §  Ability to Provide Requested Services§  Size of membership (employer customers and covered lives)§  Experience providing services in Arkansas and with university and hospital clients |
| Merchant Network and Discount Value | 30 | §  Size and Scope of Merchant Network§  Value of discounts to participants  |
| Service and Account Management | 10 | §  Account Manager Experience, Servicing Team and Service Plan§  Higher Education References§  Hospital References§  Group client retention rates§  Support to the University System office and campuses with virtual benefit fairs, communication and reporting§  Data breaches and organizational response |
| Participant Experience | 10 | §  Website and mobile apps§  Website downtime§  Ease of website use and procuring discounts§  Measures of participant satisfaction and results§  Service to participants |
| Financial Stability | 10 | §  Financial viability |

Points shall be assigned for the cost criteria as follows:

* Cost points will be assigned on the specific component basis for comparison and evaluation purposes.
* The bid with the lowest estimated cost will receive the maximum points possible for this section.
* Remaining bids will receive points in accordance with the following formula:

(a/b)(c) = d
a = lowest cost bid in dollars
b = second (third, fourth, etc.) lowest cost bid
c = maximum points for Cost category (30)
d = number of points allocated to bid

Failure of the Respondent to provide in its proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of Respondent.

**Service Performance Standards**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Acceptable Performance** | **Compensation / Damages** |
| Adherence to University Requirements | Reference standard terms, conditions and all articles of RFP | **Termination of Contract:**  Reference Section 1.45 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas System. |
| Scope of Services | Reference Section 1.2 of RFP | **Termination of Contract:**  Reference Section 1.45 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas System. |
| Specifications, Goals and Deliverables | Reference Section 1.2 and 2 of RFP | **Termination of Contract:**  Reference Section 1.45 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas System. |

1.6 **Instructions to Bidders**

1. UAS will require any/all fees proposed to remain firm through the initial term of the contract. See Section 1.45 for additional information regarding the initial term.

2. All bidders submitting a proposal response are required to respond to the “General Questionnaire." Responses that reference a separate attachment in lieu of a direct response may not receive a score.

3. Respondents are required to address each of the requirements of this RFP. Bidder's responses should contain sufficient information and detail for UAS to further evaluate the merit of the bidder's response. Failure to respond in this format may result in bid disqualification.

4. Exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, paragraph, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

5. The proposal response is required to be received by Segal and UAS no later than July 28, 2022, 5:00 p.m. Central Time (i.e., the proposal due date). For proposals delivered to Segal, it is preferred your proposal response be submitted electronically using ProposalTech, the web-based proposal tool. You will receive an email with an invitation and instructions to complete the proposal response on ProposalTech (www.proposaltech.com). In the event you are unable to access ProposalTech electronically, hard copies are acceptable. If you are submitting a hard copy to Segal, please send it to:

**Mr. John Hardy
Senior Health Consultant
Segal
101 North Wacker Drive, Suite 500
Chicago, IL 60606
Phone: (312) 560-8047** jhardy@segalco.com

To submit a proposal using ProposalTech, go to: <http://www.proposaltech.com/home/app.php/register>. Enter your email address into the field provided. No registration code is necessary. Click “Begin Registration.” If you already have an account with Proposal Tech it will be listed on the registration page; if you do not have an account, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the RFP you're registering for and click the “Register” button. An invitation will be emailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.

**For proposals delivered to UAS, Respondents must submit one (1) signed original, and two (2) soft copies of their Proposal (i.e., USB Flash drive)** labeled with the Respondent's name and the Bid Number, readable by UAS, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas System
2404 North University Avenue
Little Rock, AR 72207
Attn: Steven Wood
Assoc VP Employee Benefits and Risk Services**

6. **IMPORTANT:** Late bids will NOT be accepted. All bidders, regardless of the method of submission (electronic or hard copy), should respond to the RFP in its entirety on or before the proposal due date. Should there be a difference in the delivery time and/or date of the proposal to Segal and to UAS, the delivery time and/or date of the proposal to UAS will determine whether the proposal has been received timely.

7. For a bid submission to be considered responsive, an official authorized to bind the respondent to a resultant contract is required to sign the cover sheet of the University of Arkansas System Request for Proposal form attached in this RFP.

8. All official documents and correspondence shall be included as part of the resultant contract.

9. UAS reserves the right to award a contract or contracts or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UAS to do so. Bids will be rejected for one or more reasons including, but not limited to, the following:

A.      Failure to complete the Intent to Bid and meet Minimum Essential Requirements.

B.      Failure of the bidder to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UAS.

C.      Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.

D.      Failure to provide the bid security or performance security, if required (this is not required).

E.       Failure to supply bidder references, if required.

F.       Failure to sign an Official Bid Proposal Document, if required.

G.      Any wording by the bidder in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

1.7 **GENERAL INFORMATION FOR RESPONDENTS**

**Distributing Organization**
This RFP is issued by the University of Arkansas System Office. The contact listed in this section is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

**Respondent Questions and Addenda**

Respondent questions concerning all matters of this RFP should be sent through ProposalTech. Questions can be submitted either via the "Ask Question" feature in the left-hand side menu or through the "QAs" tab under an individual question in the RFP. If you are unable to send questions through ProposalTech, then questions can be submitted via email to:

Mr. John Hardy jhardy@Segalco.com

Questions received via ProposalTech and email will be directly addressed via ProposalTech, and a compilation of all questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the UAS bid solicitation website: <https://hogbid.uark.edu/>. During the time between the bid opening and contract award(s), with the exception of Respondent's questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the person named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

1.8 **Agency Employees and Agents**
Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UAS premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor's employees shall conduct themselves in a professional manner and shall not use UAS facilities for any activity or operation other than the operation and performance of services as herein stated. UAS reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor's business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UAS campuses or reported to UAS for review and approval in advance of the performance of any on-campus duties.

1.9 **Tobacco Free Campus**
Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAS, including all vehicles on UAS properties.

1.10 **Disputes**
Contractor and UAS agree that they will attempt to resolve any disputes in good faith. Contractor and UAS agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. The Respondent acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UAS may only be initiated and pursued in the Arkansas State Claims Commission, if at all. Under no circumstances does UAS agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

1.11 **Conditions of Contract**
Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and hold harmless UAS and all its trustees, officers, employees, volunteers, students, and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by UAS or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

‐ Providing, to the extent required by Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non‐visual means;

‐ Presenting information, including prompts used for interactive communications, in formats intended for non‐visual use;

‐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

‐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

‐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

‐ Integrating into networks used to share communications among employees, program participants, and the public; and

‐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.12 **Contract Information**
Respondents should note the following regarding the State's contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent's bid:

A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law UAS may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys' fees or other costs or expenses of any party.
5. Conduct litigation in a place other than the State of Arkansas.
6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UAS should:

1. Remove any language from its contract which grants to it any remedies other than:

* + - The right to possession.
		- The right to accrued payment.
		- The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
3. Include in its Contract that the UAS is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UAS or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Arkansas State Claims Commission.
4. Include in its Contract all other terms and conditions stated in this RFP.
5. Acknowledge in its contract that contracts become effective when awarded by the UAS Purchasing Official.

1.13 **Reservation**
This RFP does not commit UAS to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UAS reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UAS to do so. In responding to this RFP, respondents recognize that UAS may make an award to a primary Respondent; however, UAS reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

1.14 **Qualifications of Respondent**
UAS may make such investigations as it deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UAS all such information and data for this purpose that UAS may request. UAS reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UAS that such Respondent is properly qualified to carry out the obligations of the Contract.

1.15 **Non Waiver of Defaults**
Any failure of UAS at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UAS at any time to avail itself of same.

1.16 **Independent Parties**
Contractor acknowledges that under the Contract it is an independent vendor and is not operating in any fashion as the agent of UAS. The relationship of Contractor and UAS is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

1.17 **Governing Law**
This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UAS shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UAS. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UAS or its trustees, officials, employees and representatives. In no event shall UAS or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys' fees or costs or any damages constituting lost profits or lost business opportunities.

1.18 **Proprietary Information**
Proprietary information submitted in response to this bid will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. **\***Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**Note of Caution:** Respondents should not attempt to mark the entire Proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary.**

***\*The identification of confidential responses has been turned on in ProposalTech for this RFP. If you feel that a response to a question contains proprietary/confidential information, click the “Disclosure” tab located underneath the question and check the box for “Exemption from Disclosure.” Provide a reason for the exemption in the text field provided. If you do not provide a reason for exemption, the question will not be considered answered. If you have any questions regarding this process, please contact Proposal Tech Support at 877-211-8316 x84.***

1.19 **Disclosure

1. Contract and Grant Disclosure**

Disclosure is a condition of the resulting Contract and UAS cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent's business, Respondent must state so in writing.

 **2. Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the Bidder Conflict of Interest Form and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and Certification Form. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UAS regarding any questions of conflict of interest shall be final.

1.20 **Proposal Modification**
Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UAS. Such notice must be received by UAS prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal." No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

1.21 **Prime Contractor Responsibility**
Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

1.22 **Period of Firm Proposal**
Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the Proposal Due Date specified in Section 1.5. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.

1.23 **INTENTIONALLY OMITTED.**

1.24 **Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify UAS, in writing, and UAS shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

1.25 **Award Responsibility**
The UAS Purchasing Official will be responsible for award and administration of any resulting Contract(s). UAS reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

Contract(s) will be awarded to the Respondent(s) whose Proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UAS, best meets the overall goals and financial objectives of UAS. A resultant Contract will not be assignable without prior written consent of both parties.

1.26 **Confidentiality and Publicity**
From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UAS. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UAS.

News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UAS Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent's bid. The UAS Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

Employees of the Contractor may have access to records and information about UAS processes, employees, including proprietary information, trade secrets, and intellectual property to which UAS holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UAS.

1.27 **Respondent Presentations**
UAS reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if the UAS chooses to engage such opportunity.

1.28 **Excused Performance**
Notwithstanding any other provisions in this RFP or any resultant Contract, in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

1.29 **Funding Out Clause**
If, in the sole discretion of UAS, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAS will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAS to terminate any Contract awarded in order to acquire similar service from a third party.

1.30 **Indicia**
The Respondents and the Contractor acknowledge and agree that UAS owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UAS that are adopted and used or approved for use by UAS (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UAS. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UAS or its Board of Trustees without compensation.

1.31 **RFP Interpretation**
Interpretation of the wording of this document shall be the responsibility of UAS and that interpretation shall be final.

1.32 **Time is of the Essence**
Respondent and UAS agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.

1.33 **Formation of the Contract**
At its option, UAS may take either one of the following actions in order to create a Contract between the UAS and the selected Respondent:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UAS may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents and will include standard UAS terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent's Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor's proposal shall constitute a waiver of any immunities to suit legally available to UAS, its trustees, officers, employees or agents, including, but not limited to state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful bidder may be required to enter into a State of Arkansas Services Contract that will require approval prior to any work conducted. See the following link for reference:

<https://www.transform.ar.gov/wp-content/uploads/2021/08/Services-Contract-SRV-1-Fillable-Form-V.2.pdf>

(Additional processing time must be allotted if subsequent contract is subject to this requirement).

1.34 **Permits/Licenses and Compliance**
Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UAS.

1.35 **Web Site Accessibility**
Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UAS.

1.36 **Prohibition Against Boycotting Israel**
In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UAS that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UAS may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

1.37 **Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campuses of UAS. Respondent further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campuses of UAS, except to the extent expressly permitted by UAS policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campuses of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on the campuses of UAS. Respondent will fully comply with all applicable UAS policies, and federal, state and local laws, ordinances, and regulations.

1.38 **Performance Standards**
Contractor acknowledges that the use of performance-based standards on any resultant Contract by UAS are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UAS. Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UAS financial or reputational harm or damages or require it to acquire replacement services on short notice. Therefore, any failure to provide the agreed upon products or services to UAS at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UAS subject to termination.

1.39 **Background Checks**
Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP on the UAS campuses, whether on a paid or volunteer basis, in a manner requested by UAS and consistent with procedures established by UAS for its background checks. No person may perform any duties or services for Contractor on the UAS campuses under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAS.

1.40 **Service Expectations**
Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UAS to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UAS policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward UAS trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UAS campuses.

1.41 **No Assignment and Sublicensing**
Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAS as provided by UAS Board of Trustee Policy.

1.42 **PCI DSS Compliance**
Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of UAS or other services contemplated under this RFP or any resulting Contract with UAS, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UAS reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third-party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third-party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UAS. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UAS's system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UAS's systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UAS on an annual basis. The Contactor will give immediate notice to UAS of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UAS for any third-party claim brought against UAS arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UAS.

1.43 **INTENTIONALLY OMITTED.**

1.44 **Intergovernmental/Cooperative Use of Competitively Bid Proposals and Contracts**
In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.45 **Contract Term and Termination**
The term (“Term”) of any resulting Contract will begin upon date of Contract award. If mutually agreed upon in writing by the Contractor and UAS, the Term shall be for an initial period of three (3) years, with option to renew at the end of the contract Term for two (2) additional one-year terms, for a combined total of five (5) years (or 60 months). The UAS may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

**a)** If at any time the services become unsatisfactory, UAS will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by UAS. Additionally, the Contract may be terminated, without penalty, by UAS without cause by giving thirty (30) days written notice of such termination to Contractor. **b)** Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.

**c)** In no event shall such termination by UAS as provided for under this section give rise to any liability on the part of UAS, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UAS's sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

1.46 **Indemnification and Insurance**
The successful Respondent or Contractor shall indemnify, defend, and hold harmless UAS, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor's members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of UAS by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UAS campuses (whether such activity is authorized or unauthorized by UAS); and (c) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees.

The obligation to indemnify UAS shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys' fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UAS, UAS in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor's expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UAS:

* Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UAS. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor's operations on UAS campuses. Contractor shall also be responsible for payment of workers' compensation insurance for all Contractor's employees as required by the State of Arkansas.

Contractor shall furnish UAS with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UAS of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UAS, its trustees, officials, employees, agents or volunteers.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

1.47 **Best and Final Offer**
UAS reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAS. If UAS chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.

1.48 **INSTRUCTION TO RESPONDENTS**

Respondents must comply with all articles of the Standard Terms and Conditions documents posted on the Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UAS is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

Attached Document(s): [RFP No. 063022 University of Arkansas System Employee Discount Services Program TsCs 2022.docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C100914744%3Fdoc_id%3D100914744%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_4292_07%26popup%3D1)

1.49 **Respondents must address each section of the RFP**

A Word version of the RFP document will be posted on the Hogbid website. Respondents can insert Proposals into the document provided, or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent's required Proposal should contain sufficient information and detail for UAS to further evaluate the merit of the Respondent's Proposal. Failure to respond in this format may result in bid disqualification.

1.50 **Exceptions**

Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

1.51 **Proposals will be Publicly Opened at the University System Office**

Information regarding access to the Proposal Opening will be posted on HogBid five (5) business days prior to the Opening. All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

**Respondents must submit one (1) signed original and two (2) soft copies of their Proposal (i.e. USB Flash drive)** labeled with the Respondent's name and the Bid Number, readable by UAS, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas System
2404 North University Avenue
Little Rock, AR 72207
Attn: Steven Wood
Assoc VP Employee Benefits and Risk Services**

**NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time.

**Additional Redacted Copy REQUIRED**
Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UAS and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on a flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed Proposals will be accepted. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, and location specified. UAS assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened.**

1.52 **For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the cover sheet of the University of Arkansas System Request for Proposal form. Failure to sign the Proposal as required will eliminate it from consideration.**

1.53 **All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.**

1.54 **The UAS Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UAS to do so.**

Bid Proposals may be rejected for one or more reasons not limited to the following:

1. Failure to complete the Intent to Bid and meet Minimum Essential Requirements.
2. Failure of the bidder to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UAS.
3. Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.
4. Failure to provide the bid security or performance security, if required (this is not required).
5. Failure to supply bidder references, if required.
6. Failure to sign an Official Bid Proposal Document, if required.
7. Any wording by the bidder in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent's Proposals and Arkansas State law.

1.55 **Important Information**

Please note the selection will be based upon the expectation that there will be one primary contact representing and communicating to UAS.

Depending upon qualifications submitted, selection may be a function of the qualifications of one (or more) key Account Representative(s). If, for any reason, the person(s) is no longer available to provide the services required, UAS reserves the right to cancel any agreement subsequent to this RFP and issue another Request for Proposal. UAS also reserves the right to change any and all Agent of Record designations for any reason whatsoever if deemed in the best interest of UAS.

UAS reserves the right to reject all proposals submitted for any reason whatsoever and waive technicalities, if deemed in the best interest of UAS.
This RFP outlines instructions for submitting proposals. These requirements may be modified or waived at UAS' request.

The RFP contains a Certification Form to be completed and returned with your proposal submission.

The RFP contains Other Required Forms to be completed and returned with your proposal submission.

1.56 **Scope of Services**

Refer to Section 1.2.

1.57 **Evaluation and Selection Process**

Refer to Section 1.5.

2 Questionnaire

2.1 Organization and Ownership

2.1.1 State your organization's legal name, address and state of incorporation. If your organization is a subsidiary of a parent firm provide the same information for the parent company.

*500 words.*

2.1.2 Provide a description of your organization's core activities.

*500 words.*

2.1.3 How long has your organization been operational?

*100 words.*

2.1.4 Has your organization acquired, been acquired by, or merged with another organization in the past 24 months? If yes, please explain.

*Single, Radio group.*
1: Yes, explain: [ 500 words ] ,
2: No

2.1.5 Provide the address of the principal office that will provide services to UAS.

*100 words.*

2.1.6 Please submit specimen contracts/agreements for all proposed services.

*500 words.*

2.1.7 Please attach a copy of your data and privacy policy.

*Single, Pull-down list.*
1: Attached,
2: Not provided

2.1.8 Have you had a reportable or a reported event related to breaches of your systems and/or breaches where individual information has been compromised?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

2.1.9 If your organization has experienced a security breach, describe the breach and how your organization achieved resolution.

*500 words.*

2.1.10 Does your organization maintain cyber liability insurance covering your organization and your clients in the event of a data breach or compromise of computer system integrity?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

2.2 Scope, Extent of Use and References

2.2.1 For how many employer clients do you offer discount programs?

*50 words.*

2.2.2 How many different merchants are represented on your site?

*50 words.*

2.2.3 What percentage of eligible employees typically register on your site?

*50 words.*

2.2.4 Among those employees that register, what percentage typically procure a coupon, discount or service?

*50 words.*

2.2.5 Among those employees that register, what is the average number of redemptions per person per year?

*50 words.*

2.2.6 Approximately how many universities currently use your Employee Discount Services Program?

*50 words.*

2.2.7 Approximately how many hospitals currently use your Employee Discount Services Program?

*50 words.*

2.2.8 Approximately how many individual users of your Employee Discount Services solution reside in Arkansas?

*50 words.*

2.2.9 Please provide as references the names, addresses, email addresses and telephone numbers of three universities that currently use your Employee Discount Services Program.

*100 words.*

2.2.10 Please provide as references the names, addresses, email addresses and telephone numbers of three hospitals or academic medical centers that currently use your Employee Discount Services Program.

*100 words.*

2.2.11 Please provide as references the names, addresses, email addresses and telephone numbers of three employers located in Arkansas that currently use your Employee Discount Services Program.

*100 words.*

2.3 Account and Member Services

2.3.1 What methods does your organization use to measure employer satisfaction? What are your firm's most recent customer satisfaction results?

*500 words.*

2.3.2 What methods does your organization use to measure participant satisfaction? Do you use a Net Promoter Score measurement? What are your firm's most recent member satisfaction results?

*500 words.*

2.3.3 Describe any call center support that is available to participants? Indicate whether support is available by telephone, email or chat.

*500 words.*

2.3.4 Is telephone support available to participants toll-free?

*50 words.*

2.3.5 What are the hours of operation of your call center?

*50 words.*

2.3.6 If online chat support is provided, what are the hours of operation?

*50 words.*

2.3.7 If email support is provided to participants, how often are email submissions checked?

*50 words.*

2.3.8 What is the average turnaround time from receipt of an email to response to the email?

*50 words.*

2.3.9 What methods does your organization use to measure merchant satisfaction? What are your firm's most recent merchant satisfaction results?

*500 words.*

2.3.10 Please identify the Account team and the years of service for each team member that would serve UAS.

*500 words.*

2.3.11 Please include a brief professional biography of the lead account representative to UAS.

*500 words.*

2.4 Overview of Employee Discount Services Program Scope and Value

2.4.1 Describe the differentiating characteristics of your Employee Discount Services Program? Describe how your firm generates revenue.

*200 words.*

2.4.2 Describe your organization's value proposition to its employer customers.

*200 words.*

2.4.3 What is the process for employees to register for your services?

*200 words.*

2.4.4 Does your program have options to offer rewards or discounts to tailored local organizations, activities, and events in Arkansas?

*200 words.*

2.4.5 Please provide your average discount percentage to an employee for the following service categories. If a particular service is not part of your program enter 0%.

|  |  |  |
| --- | --- | --- |
| **Activity** | **Response** | **Average Discount %** |
| Gym/lifestyle memberships | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Amusement parks | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Restaurants | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Grocery stores | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Automotive products | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Home improvement products | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Recreational activities | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Mortgages | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Air travel | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Train travel | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Car rental | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Hotel chain | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| Movie / theater chain | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |
| All services combined | *Single, Pull-down list.*1: Yes,2: No | *Percent.* |

2.4.6 Please provide your average discount to an employee at the following places. If the particular merchant is not part of your program enter 0% and $0.

|  |  |  |
| --- | --- | --- |
| **Merchant** | **Average Discount %** | **Average Discount in Dollars** |
| Disney World | *Percent.* | *Dollars.* |
| Six Flags St. Louis | *Percent.* | *Dollars.* |
| Dollywood | *Percent.* | *Dollars.* |
| Silver Dollar City | *Percent.* | *Dollars.* |
| Amazon | *Percent.* | *Dollars.* |
| Best Buy | *Percent.* | *Dollars.* |
| Applebee’s | *Percent.* | *Dollars.* |
| Bass Pro Shop | *Percent.* | *Dollars.* |
| Target | *Percent.* | *Dollars.* |
| Walmart | *Percent.* | *Dollars.* |
| Sam’s Club | *Percent.* | *Dollars.* |

2.4.7 Please complete the following table for merchants with physical locations represented in your Employee Discount Services Program.

|  |  |  |
| --- | --- | --- |
| Geographic Area | 3 digit Zip Codes | # of Merchants |
| Little Rock-North Little Rock-Conway, AR MSA | (720, 721, 722) | *Integer.* |
| Fayetteville-Springdale-Rogers, AR MSA | (726, 727) | *Integer.* |
| Fort Smith, AR-OK MSA | (729, 749) | *Integer.* |
| Jonesboro, AR MSA | (724, 725) | *Integer.* |
| Hot Springs, AR MSA | (719, 728) | *Integer.* |
| Pine Bluff, AR MSA | (716, 717, 718) | *Integer.* |
| All other areas in Arkansas not included in a MSA | (723) | *Integer.* |

2.4.8 Does your service / platform include any of the following:

|  |  |
| --- | --- |
| **Service** | **Response** |
| Mobile access to the website | *Single, Pull-down list.*1: Yes,2: No |
| Mobile coupons for users to present to the vendor | *Single, Pull-down list.*1: Yes,2: No |
| Visually impaired access | *Single, Pull-down list.*1: Yes,2: No |
| Periodic giveaways to registered employees | *Single, Pull-down list.*1: Yes,2: No |
| Frequent user bonus program | *Single, Pull-down list.*1: Yes,2: No |

2.4.9 To what extent are redemptions made in the following ways?

|  |  |
| --- | --- |
| Redemption Manner | # of Storefronts |
| Coupons that must pe printed | *Integer.* |
| Coupons that can be redeemed using a mobile device | *Integer.* |
| Promotion codes for in-store, online and telephone purchases | *Integer.* |
| Online booking of travel-related services | *Integer.* |
| Other online booking | *Integer.* |
| Other | *50 words.*Nothing required |

2.4.10 What percentage of merchants offer discounts of less than 10%?

*50 words.*

2.4.11 When online booking is conducted through your website, what percentage of bookings involve additional fees and handling expenses? How are the amounts of those fees and handling charges determined? On average, how much are those fees and handling charges as a percentage of the cost of the item or service?

*500 words.*

2.5 Extent of Customization Available to UAS

2.5.1 Describe the extent to which your website can be cobranded and customized? Is there a unique URL that would be assigned to UAS?

*500 words.*

2.5.2 UAS prefers that the selected vendor not offer products or services that compete with the University benefits program. Elements of the University benefits program can be observed at https://benefits.uasys.edu/. Which of the following types of benefits are offered through your Employee Discount Services Program? Can access to this particular benefit be restricted for UAS participants?

|  |  |  |
| --- | --- | --- |
| UAS Benefit | Is Benefit Offered on Discount Services Platform? | Can access by UAS participants be restricted? |
| Automobile insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Homeowners insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Vision insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Dental insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Term life insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| AD&D Insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Critical illness insurance | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Identity theft protection | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |
| Prepaid legal services | *Single, Pull-down list.*1: Yes,2: No | *Single, Pull-down list.*1: Yes,2: No |

2.5.3 Can your platform integrate other providers / merchants with which the University has arrangements?

*50 words.*

2.5.4 Can access to University-specific merchants be restricted to UAS participants?

*50 words.*

2.5.5 Is there an opportunity with your Employee Discount Program for UAS to establish a recognition or reward system where UAS could allocate points or money to their employees as gifts or rewards?

*50 words.*

2.5.6 Please describe any special synergies or service delivery enhancement opportunities your program may have with customers using Workday.

*500 words.*

2.6 Implementation, Program Announcement and Communication

2.6.1 The anticipated effective date is January 1, 2023. Please provide a draft implementation schedule showing responsibilities at your organization and at the University.

*500 words.*

2.6.2 Will you agree to guarantee complete implementation within 150 days of being awarded the contract? What is the minimum amount of time recommended to ensure a clean transition into the proposed program?

*Single, Radio group.*
1: Yes, explain: [ 500 words ] ,
2: No

2.6.3 Do you require periodic participant eligibility files from the client?

*200 words.*

2.6.4 The University will announce the benefit program during open enrollment for Plan Year 2023. This will take place during October and November 2022. The University System benefits website will also link to the selected Employee Discount Services provider. Describe how you will support these communications efforts.

*200 words.*

2.6.5 Will you participate in the University's annual virtual benefits fair? Participating vendors provide content about their service offerings. Some provide videos. Some provide prizes. Some provide links to learning sessions.

*200 words.*

2.6.6 If the University provides you with a mailing list will you mail postcards periodically to employee homes that advertise the value of the program?

*100 words.*

2.6.7 Will you agree to jointly branding communications that go to University employees? Will you agree to the University reviewing materials and providing editing suggestions before being sent?

*100 words.*

2.6.8 User Experience with Your Employee Discount Service

*Unlimited.*

2.6.9 Provide a URL so that the University can experience a demonstration of your employee discount service.

*50 words.*

2.6.10 How many times per year in 2021 was your Employee Discount Services platform down for planned maintenance? For how many total minutes during 2021 was the platform down for scheduled maintenance?

*50 words.*

2.6.11 How many times per year in 2021 was your Employee Discount Services platform down for unscheduled reasons? For how many total minutes during 2021 was the platform down for unscheduled reasons?

*50 words.*

2.6.12 What is the average amount of time per visit that users are on your platform?

*50 words.*

2.7 Contracting Terms and Conditions

2.7.1 UAS will require acceptance of all contracting conditions as described in the RFP document. Will you agree to this provision?

*500 words.*

2.7.2 UAS will require mutually agreed upon provisions in your organization's contract, which unilaterally indemnify UAS against liability for non-fiduciary breaches, such as negligence and malfeasance. Will you agree to provide this?

*500 words.*

2.7.3 What is the minimum contract period?

*50 words.*

2.7.4 What initial contract term do you propose?

*50 words.*

2.7.5 Do you agree that any fees charged to the University during the initial contract term will remain unchanged?

*Single, Pull-down list.*
1: Yes,
2: No

2.7.6 Do you agree to comply with UAS procurement policy by limiting the initial contract period and renewal periods to no more than 5 years?

*Single, Pull-down list.*
1: Yes,
2: No

2.7.7 Will you agree that fees quoted will be valid for 120 days after receipt of quote.

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

2.7.8 Are you willing to provide 180 days notice for any change in fees and guarantees?

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

2.7.9 Should your organization desire to terminate a contract with UAS, will you provide at least 180 days advance notification?

*Single, Radio group.*
1: Yes,
2: No, please explain: [ 500 words ]

2.7.10 Do you require an exclusive contract for Employee Discount Services?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

2.7.11 Do you require a formal endorsement by the University of your service?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

2.7.12 Is there a minimum participation usage requirement that is needed for the program to continue?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

2.7.13 Provide a sample of the contract you would ask the client to sign, in the event your organization is selected to provide the services outlined in the RFP.

*Single, Pull-down list.*
1: Attached,
2: Not provided

2.7.14 Please indicate any provisions in your organization's proposal that deviate from the specifications included in this RFP. Otherwise, we will assume that your organization's proposal complies with all outlined specifications.

*500 words.*

2.8 Reporting

2.8.1 Would any reporting be made available to the University?

*Single, Pull-down list.*
1: Yes,
2: No

2.8.2 Do you agree to provide, at a minimum, semi-annual summary reports of the following for UAS employees?
a. Demographics related to people enrolled or registered in the program
b. Number of people using different types of services
c. Average discounts by type of service

*Single, Pull-down list.*
1: Yes,
2: No

2.8.3 Please provide a sample report.

*Single, Pull-down list.*
1: Attached,
2: Not provided

2.9 Fees and Allowances

2.9.1 Will UAS be required to pay fees/costs or taxes for providing your program to its employees?

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: None

2.9.2 UAS will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

*Single, Radio group.*
1: Accepted,
2: Rejected, please explain: [ 500 words ]

2.9.3 Are you willing to provide Credits and Allowances for UAS's costs of implementing your program? Please describe implementation and communication credits you agree to allow, including any open enrollment costs in the table below: \* One-Time assumes first year of the contract. \* Annual assumes each year of the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Allowance Type** | **Included? (Y/N)** | **Credit Amount ($)** | **Credit Frequency(One-Time or Annual)\*** |
| Implementation Allowance | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* | *Single, Pull-down list.*1: One-time,2: Annual |
| Communication Allowance | *Single, Pull-down list.*1: Yes,2: No | *Dollars.* | *Single, Pull-down list.*1: One-time,2: Annual |

2.9.4 Are there revenue share opportunities payable to the University? If so, describe the structure and amount.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

2.9.5 Are there commissions or revenue share payable to Segal for its services? If so, describe the structure and amount.

*Single, Radio group.*
1: Yes, please explain: [ 500 words ] ,
2: No

3 Intent to Bid

3.1 Please submit your Intent to Bid Form by July 19, 2022, at 5:00 PM CST. See Intent to Bid posted on HogBid (https://hogbid.uark.edu). Instructions for submission on ProposalTech: Click on the Messaging/History in the left-hand side menu and on the following page create a “New” message and select “Individual User” (John Hardy) to send to. Once your attachment is uploaded, be sure to check the box to include your attachment with the email and then click "Send."

*Single, Pull-down list.*
1: Completed and sent,
2: Not completed

Attached Document(s): [12672.058 Perks RFP Intent to Bid Form(6150467.4).docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C100914742%3Fdoc_id%3D100914742%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_4292_07%26popup%3D1)

4 Certification Form

4.1 Complete the attached and upload as part of your response.

*Single, Pull-down list.*
1: Attached,
2: Not provided

Attached Document(s): [12672.058 Perks RFP Certification Form(6150459.3).docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C100914741%3Fdoc_id%3D100914741%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_4292_07%26popup%3D1)

5 Other Required Forms

5.1 Complete the RFP No. 063022 University of Arkansas System Employee Discount Services Program TsCs 2022.docx and upload as part of your response.

*Single, Pull-down list.*
1: Attached,
2: Not provided

Attached Document(s): [RFP No. 063022 University of Arkansas System Employee Discount Services Program TsCs 2022.docx](file:///C%3A%5CUsers%5Chhein%5CDownloads%5Capi%5Cdoc.php%5C100914744%3Fdoc_id%3D100914744%26howname%3D0%26viachild%3D1%26sessid%3Dadminsegal28795_4292_07%26popup%3D1)