

**Request for Proposal (RFP)**

**RFP No. 231117**

**Actuarial Services for the Valuation of**

**Other Post-Employment Benefits (OPEB)**

 **RFP RELEASE DATE: November 17, 2023**

 **PROPOSAL DUE DATE: December 20, 2023\***

 **PROPOSAL DUE TIME: 10:00 AM CST\***

 **PROPOSAL OPENING EVENT: 2:00 PM CST**

 **SUBMIT ALL PROPOSALS TO:** University of Arkansas System

2404 N. University Ave.

Little Rock, AR 72207

 Attention: Terry Fuquay

**Signature Required For Proposal**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If respondent receives the University’s purchase order, respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

|  |  |
| --- | --- |
| **Respondent Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*Under no circumstances will late proposals be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Proposals MUST arrive and be time-stamped at the University of Arkansas System, 2404 North University Avenue, Little Rock, AR 72207, prior to the time and date specified in this RFP.**

**RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR PROPOSAL TO BE ACCEPTED.**

**INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation upon approval by the issuing agency and with a participating addendum signed by the contractor.

**MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY:**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector of the state’s economy. In accordance with the Minority and Women-Owned Business Economic Development Act, UAS supports the participation of businesses owned and controlled by minority persons and women in state-funded and state-directed public programs, and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total amount expended for contracts with minority and women-owned businesses.

Pursuant to Ark. Code Ann. § 19-11-229 and § 19-11-230 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to minority and women-owned businesses.

1. **Minority-Owned Business** is defined by Ark. Code Ann. § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:
* African American
* Hispanic American
* American Indian
* Pacific Islander American
* Asian American
* A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs
1. **Women-Owned Business** is defined by Ark. Code Ann. § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.
2. **Eligibility and Certification**

The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority and women-owned businesses to increase the opportunity for minority and women-owned businesses to sell products and services to the State of Arkansas: <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>. Certification indicates a company has undergone a review process to establish that it is 51% or more owned, controlled and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a minority or women-owned business.

If certified, the Prospective Contractor’s Certification Number should be included on the Proposal/Response Signature Page.

1. **Recommended Resources**
* Doing Business with the State
* Registering your company with the Office of State Procurement as a vendor allows you to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
* Arkansas Procurement Technical Assistance Center assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.uada.edu/business-communities/arkansas-ptac/default.aspx>

**General Background for the University of Arkansas System**

The University of Arkansas System is composed of 20 campuses, divisions and units across Arkansas and includes the state’s 1871 flagship, land-grant research university at Fayetteville; UAMS, Arkansas’s premier institution for medical education, treatment and research; a major metropolitan university; an 1890 land-grant university; two regional universities serving southern and western Arkansas; seven community colleges; two schools of law; a presidential school; a residential math and science high school; a 100 percent online university and divisions of agriculture, archeology and criminal justice. A full listing can be found at <https://www.uasys.edu/campuses-units/>.

**1. DESCRIPTION AND OVERVIEW OF RFP**

The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas System,

located in Little Rock, Arkansas (“UAS” or “the University”) is seeking proposals from qualified professional actuarial firms to serve as the University’s retained independent actuary to perform actuarial consulting services for the valuation of Other Post-Employment Benefits (“OPEB”) in compliance with Governmental Accounting Standards Board Statement No. 75 (“GASB 75”), pursuant to the specifications, terms and conditions stated in this Request for Proposal (“RFP”).

UAS is seeking to award a term contract for an initial period of four (4) years, with the option to renew at the end of the initial period for three (3) additional years, to the respondent that can provide the best overall value to the University. This value will be determined by UAS based on the overall competence, compliance, format, and presentation of each RFP response and in-person presentation, as necessary. Respondents may submit a proposal for all the services entailed in this RFP or may submit a proposal for a specific service identified in this RFP. Note also that the award *may* be split between Respondents for each of the services for which proposals are requested.

A respondent presentation day may be held following the proposal due date. Projected timeframe for when presentations could occur is specified in the “Projected Timetable of Activities” section of this RFP. Please keep these dates open to schedule a presentation if you are selected to present.

**UAS expects to achieve the following goals (at minimum) through the selected Respondent:**

1. Conduct the annual actuarial valuation of health, dental, life and retiree benefits that complies with GASB 75 related to OPEB, and in accordance with generally accepted actuarial principles and practices.
2. Determine OPEB-related valuations, that will provide recommended contributions/plan funding and related roll-forward data for the fiscal years ending June 30, 2024, June 30, 2025, June 30, 2026 and June 30, 2027.
3. Provide all documents and information (including actuarial certification, funding policy certification, and excel valuation information spreadsheet) and prepare necessary information for including in the University’s audited financial statements. This includes drafting the note to the financial statements for inclusion into the University’s financial statements that conform to all the requirements of GASB 75; and all the required supplementary information required by the same.
4. Meet with the University (and its auditors, if necessary) to discuss and review the report.
5. Provide ongoing consultation and training to inform and educate the University of any new laws, accounting rules affecting the OPEB program, including assistance in implementing any new GASB statements, and other financial pronouncements related to OPEB.
6. Conduct additional actuarial, analytical, and reporting services if required by the University.
7. Accountability and desire to work together to form a mutually beneficial long-term partnership.
8. Proactive in communicating and following up on issues and working to find areas of improvement.
9. Achieve cost containment in the proper balance in service and cost.

**2.** **SCOPE OF WORK**

The University is requesting proposals from qualified firms interested in providing GASB 75 actuarial services, related to its OPEB and to ensure compliance with GASB 75.

**Background Information**

The University offers eligible employees and their eligible spouse and dependents a fully ACA-compliant self-funded health plan, a self-funded dental plan, and various fully insured employee benefits including life insurance, disability, and vision insurance.  The health plan and dental plan each cover approximately 35,000 lives.   Eligibility for participation in benefits requires appointment in a regular position (not temporary, not extra help, not student worker) at 50% time or greater for an appointment period of not less than nine consecutive months.   A spouse participant must be a legal spouse, domestic partners are not eligible.  Dependent children are eligible to age 26.

Upon retirement, eligible employees and their eligible spouse and dependents may continue participation in the University health and dental plans and in the fully insured vision plan.   Health plan participation may continue to Medicare-eligibility only, through age or disability status, at which point the retiree and/or spouse is offered participation in a fully insured group Medicare Advantage Plan or may choose to move to other individually selected coverage.   Participation in dental coverage and vision insurance may continue through any age for the retiree and spouse.  The assigned premiums for retiree benefits are paid by retirees, there is no direct premium support by the University.

Eligibility for retiree continuation of benefits requires age plus years of service of 70 years or greater (age 58 with 12 years of service as example) with the ten years immediately prior to retirement as a participant in the plans.   Additionally, employees aged 65 or older with five immediately prior consecutive years of service and participation are eligible for continuation through the Medicare advantage plan, as well as dental and vision.   For deceased retirees and for deceased employees who died while in active service, surviving spouses and dependents to age 26 may continue in retiree benefits participation at the same premium rate(s) as retiree participants.   Surviving spouses who remarry are not eligible to add the new spouse to coverage.

In addition to health, dental, and vision, there are approximately 1,850 retirees in a closed group retiree life insurance plan.  The plan is fully insured with a benefit of $10,000.   Retirees pay 100% of the assigned premium rate, there is no direct premium support by the University.

For the fiscal year ending June 30, 2023, (Measurement Date as of June 30, 2022), the University had an unfunded actuarial liability (UAL) of $70,782,000 with a funded ratio of 0%.

**COSTS / PRICING**

 Respondents must provide a firm, fixed fee and the estimated hours to complete the valuation for each fiscal year in the initial term. Fees quoted should include all necessary expenses including but not limited to travel, telephone, copying and other out-of-pocket expenses. Compensation for services shall be at the conclusion of the evaluation and delivery of the valuation; however, UAS may consider a progressive payment schedule. All pricing shall be included in the Official Price Sheet provided within this RFP document (reference **Appendix I Official Price Sheet).** If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing.

 Any additional pricing lists should remain attached to the Official Price Sheet for the purposes of accurate evaluation. Pricing must be valid for one hundred eighty (120) days following the proposal due date and time. Upon award, all pricing and/or discounts must be firm for a period of four (4) years. UAS will not be obligated to pay any costs not identified on the Official Price Sheet. Respondents must certify that any costs not identified by respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by respondent. Failure to do so may result in rejection of the proposal.

**4. RESPONDENT REFERENCES**

Respondents must provide a minimum of three (3) references, preferably in higher education, (including the organization’s name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States where the firm has provided OPEB actuarial valuation services in the past thirty-six (36) months. References are to be parties who can attest to the qualifications relevant to providing services requested. UAS reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction (reference **Appendix II for Respondent Information/References**).

**5. INTENTIONALLY OMITTED.**

**6. RESPONDENT’S RESPONSIBILITY TO READ RFP**

 It is respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a contract. This engagement is separate from any other engagement respondent may be currently pursuing with the University. Interpretation by and of UAS is final.

**7. PROJECTED TIMETABLE OF ACTIVITIES**

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

 November 17, 2023 RFP released

 December 4, 2023 5:00 PMCST - Last date/time UAS will accept questions

 December 8, 2023 Last date UAS will issue an addendum

 December 20, 2023 10:00 AM CST - Proposal Submission Deadline

 December 20, 2023 2:00 PM CST - Proposal Opening Event

**Note:** **Information on attending the proposal opening will be posted on HogBid prior to the proposal opening date.** Attendance at the 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.

 Week of January 15, 2024 Respondent Presentations (if necessary)

 January/February 2024 Notice of Intent to Award

Upon Intent to Award TBD\* Contract Negotiations Begin (upon intent to award)

 Upon Contract Approval Service to Commence (upon final legislative approval, if applicable)

 \*UAS places a value on all elements of this RFP. As such, after evaluation of proposals and selection of contractor(s), the UAS reserves the right to further negotiate with the selected respondent on any or all elements, and to award accordingly.

**8. CONTRACT TERM AND TERMINATION**

The term (“Term”) of any resulting contract will begin upon the date of contract award.  If mutually agreed upon in writing by the Contractor and UAS, the Term shall be for an initial period of four (4) years, with the option to renew for three (3) additional years, for a combined total of seven (7) years (or eighty-four (84) months). 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.

* 1. 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.
	2. 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 the Term (including any renewal periods) are not appropriated.
	3. 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.

**9. GENERAL INFORMATION FOR RESPONDENTS**

**9.1 Distributing Organization**

This RFP is issued by the University of Arkansas System Office. The UAS Purchasing Official 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 via email to:

 **Terry Fuquay**

 **University of Arkansas System**

 **Email:** **tfuquay@uasys.edu**

 Questions received via email will be directly addressed via email, and 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 proposal 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 the information provided will not be a basis for requesting extra compensation after the award of a contract.

**9.2 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 premises of any UAS campus, unit or division. 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 contractor’s business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions are to be reported to UAS for review in advance of the performance of any on-campus duties.

**9.3 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 property.

**9.4 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. 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.

**9.5 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 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 andshall 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.

 **Compliance with digital accessibility standards.** 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 Ark. Code Ann. § 25‐26‐201 et seq., 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 Ark. Code Ann. § 25‐26‐201 et seq., 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, 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 Ark. Code Ann. § 25-26-201 et seq., 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.

**9.6 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 proposal:

 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.

**9.7 Reservation**

This RFP does not commit UAS to award a contract, to pay costs incurred in the preparation of a proposal, 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.

**9.8 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 proposal 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.

**9.9 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.

**9.10 Independent Parties**

 Contractor acknowledges that under the contract it is an independent contractor 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.

**9.11 Governing Law**

This RFP, any resulting contract and all performance thereunder, transactions and subsequent amendments 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.

**9.12 Proprietary Information**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable UAS 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 the proposal opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its proposal that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the proposal, 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**.

**9.13 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.

1. **Respondent Conflict of Interest Form**

If respondent has an actual or perceived existing conflict of interest, respondent shall complete the *Conflict of Interest Form* and submit with its proposal. It is the responsibility of respondent desiring to be considered for an 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.

**9.14 Proposal Modification**

Proposals submitted prior to the opening date may be modified or withdrawn only by written notice to UAS. Such notice must be received by the UAS Purchasing Official 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 are received prior to the scheduled 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.

**9.15 Prime Contractor Responsibility**

Single and joint respondent proposals and multiple proposals 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 regarding the award of this RFP.

**9.16 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 on the cover sheet of this RFP. Firm proposals for periods of less than this number of days may be considered non-responsive. 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 respondent, whichever is longer.

**9.17 Intentionally Omitted.**

**9.18 Errors and Omissions**

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 respondent suspect any error, omission, or discrepancy in the specifications or instructions, respondent shall immediately notify the UAS Purchasing Official, in writing, and UAS shall issue written instructions to be followed. Respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

**9.19 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 proposals, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all proposals and request additional information as necessary 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 contract will not be assignable without prior written consent of both parties.

**9.20 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. 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 respondent’s proposal. The UAS Purchasing Official will not initiate any publicity relating to this procurement action before the contract award is completed.

 Employees of 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.

**9.21 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. Respondents are required to participate in such a request if the UAS chooses to engage in such opportunity.

**9.22 Excused Performance**

Notwithstanding any other provisions in this RFP or contract,in the event that the performance of any terms or provisions of this RFP or 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.

**9.23 Funding Out Clause**

If, in the sole discretion of UAS, funds are not allocated to continue a contract, or any activities related herewith, in any future period, 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 to permit UAS to terminate a contract awarded to acquire a similar service from a third party.

**9.24 Indicia**

Respondents and 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 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.

**9.25 RFP Interpretation**

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

**9.26 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.

**9.27 Formation of the Contract**

At its option, UAS may take either one of the following actions to create a contract between the UAS and the selected respondent:

* 1. Accept a proposal, as written, by issuing a written notice to the selected respondent, which refers to the RFP and accept the proposal submitted in response to it.
	2. Enter negotiations with one or more respondents to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this RFP, 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 respondent submits standard terms and conditions with the proposal, and if any section of those terms conflicts with the laws of the State of Arkansas, state laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, respondent’s proposal and 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 respondent may be required to enter into a Professional Services or Technical/General 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/2022/05/SRV-1-Fillable-Form-v.2.05.11.22.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

**9.28 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.

**9.29 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.

**9.30 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 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.

**9.31** **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, units and divisions 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 campus 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 campus 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 this campus. Respondent will fully comply with all applicable UAS policies, and federal, state and local laws, ordinances, and regulations.

**9.32 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any contract by UAS is required pursuant to Ark. Code Ann. § 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 contract with UAS. Contractor shall warrant that the equipment placed on the UAS campuses, units and divisions shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor represents and warrants that it will provide all products and services related to any 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 or customers 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.

**9.33 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, units, and divisions, 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 campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAS.

**9.34 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 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 spectators, customers and 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 the campuses, units or divisions of the UAS.

**9.35 No Assignment and Sublicensing**

Respondents may not assign or sublicense any contract without the prior written consent of an authorized representative of UAS as provided by UA’s Board of Trustee Policy.

**9.36** **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 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 may change over time. 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. Contactor shall not share with UAS or grant UAS access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by contactor or any third-party provider utilized by 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 contract with UAS. Contactor further acknowledges that neither it nor any third-party service provider utilized by 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. Contactor will provide their Attestation of PCI Compliance and network scans to UAS on an annual basis. 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. Contactor will indemnify UAS for any third-party claim brought against UAS arising from a breach by contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any contract between contractor and UAS.

**9.37** **Restriction of Boycott of Energy, Fossil Fuels, Firearms and Ammunitions Industries**

In accordance with Ark. Code Ann. § 25-1-1002, respondent certifies to UAS that respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms and ammunition industries; and (b) agrees for the duration of any contract not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A); (ii) an agreement with a total potential value of less than $75,000; or (iii) a contract under which the contractor’s price for the goods or services is at least 20% less than the lowest certifying business.

**9.38** **Certification of Non-Scrutinized Company**

Respondent certifies that the government of the People’s Republic of China (“PRC”) does not wholly own the respondent or hold a majority interest in the respondent. Respondent further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary or affiliate of bidder, or in a subcontractor to be employed by respondent.

**10. INSTRUCTION TO RESPONDENTS**

**10.1** 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 respondents.

**10.2** 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 the RFP document. Ultimately, respondents must “acknowledge” each section of our document in the proposal.

In the event that a detailed proposal is unnecessary, respondent shall state ACKNOWLEDGED as the response to indicate that 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 proposal. Failure to respond in this format may result in disqualification of the proposal.

**10.3**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.

**10.4** Proposals will be publicly opened at the University of Arkansas System Office, **located at 2404 North University Ave., Little Rock, Arkansas 72207**, at the date and time listed on the coversheet of this RFP (proposal opening event). Information on attending the proposal opening will be posted on HogBid prior to the opening date. All proposals must be submitted in a sealed envelope with the RFP 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 (hard copy) and two (2) soft copies of their proposal (i.e., USB Flash drive). The soft copies on the USBs must match the original hard copy.**

The USBs must be labeled with respondent’s name and the RFP 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 timetable of this RFP**:

**Terry Fuquay**

 **University of Arkansas System**

 **2404 N. University Ave.**

 **Little Rock, AR 72207**

 **NOTE:** No award will be made at the proposal 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 respondent to identify all proprietary information included in its proposal. **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 shall reflect the same pagination as the original, show the empty space from which information was redacted, and submitted on a USB 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 proposal to be considered.  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 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. Respondent remains solely responsible for ensuring 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. **Proposals received after the specified time will be returned unopened.**

**10.5** For a proposal to be considered, an official authorized to bind respondent to a contract must include a signature in the blank provided on the RFP cover sheet. Failure to sign the proposal as required will eliminate it from consideration.

**10.6** All official documents, including proposals and any responses to this RFP, and correspondence shall be included as part of any contract.

**10.7** The UAS Purchasing Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of UAS to do so. Proposals may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of respondent to submit the proposal(s) and copies as required on or before the deadline established by UAS.
				2. Failure of respondent to respond to a requirement for oral/written clarification, presentation or demonstration in the proposal.
				3. Failure to provide the proposal security or performance security, if required.
				4. Failure to supply references if required.
				5. Failure to sign an Official Proposal Document.
				6. Failure to complete the Official Price Sheet.
				7. Any wording by respondent in its proposal, response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFP.

If respondent submits standard terms and conditions with the proposal, and if any section of those terms conflicts 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 proposal and Arkansas State law.

**10.8** *According to Ark. Code Ann. § 4-27-1501 and OSP Rule R4:19-11-217,* A foreign corporation may not transact business in Arkansas until it obtains a certificate of authority from the Secretary of State.

**10.9** The University may make any decision or take any action that it, in its sole discretion, deems appropriate to comply with Act 1020 of 2021, the Transparency in Foreign Investment Act (Ark. Code Ann. § 6-60-1201 *et seq.*).

**11. INDEMNIFICATION AND INSURANCE**

The successful respondent or contractor shall indemnify, defend, and hold harmless the University, 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 contractor or uses of the UAS campus, unit or division by contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP, or any contract, or any other activities conducted on the UAS campus, unit or division (whether such activity is authorized or unauthorized by UAS); (c) any use of or damage to UAS property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting contract; (d) any act or omission of contractor or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by contractor of any applicable state, federal or local laws.

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’s 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, 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 required by the State of Arkansas for bodily injury and property damage.

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’s campuses, units or divisions. 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 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. Proof of Insurance must be included in the proposal.

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.

**12. CONTRACTOR OVERVIEW**

Contractor shall provide a general overview of its business including the following information:

* Foundation date
* Description of core activities
* Major company and distributor locations
* Total number of clients
* Total number of clients in higher education
* Current financial status and revenues – Overview only

**13.** **BEST AND FINAL OFFER**

UAS reserves the right to request an official “Best and Final Offer” from 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 the 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.  The official request for a “Best and Final Offer” will be issued by the UAS Procurement Department.

**14. SPECIFICATIONS / GOALS AND DELIVERABLES**

Each proposal should contain the following information at a minimum:

1. A project plan for the actuarial services engagement to be performed under this RFP for the valuation of OPEB. The project plan should include, at a minimum, the following:
2. Approach and methodology for the valuation
3. Approach and methodology to ensure compliance with GASB standards
4. Data requirements from the University
5. Schedule for project completion and issuance of report
6. Valuation report elements to include:
	* 1. Actuarial present value of total projected benefits
		2. Actuarial accrued liability
		3. OPEB assets
		4. Unfunded actuarial accrued liability
		5. Normal cost
		6. Annual required contribution as a dollar amount and as a percentage if Payroll
		7. Annual OPEB cost
		8. Net OPEB obligation
		9. Summary of data used for the valuation
		10. Summary of actuarial methods and assumptions
		11. Financial notes to be included in the University’s audited financial statements in the GASB prescribed format
7. An example of your firm’s actuarial report.
8. Description of higher education experience and governmental experience, including the specific details regarding experience in actuarial valuation services related to OPEB.
9. Information regarding staffing including experience of the individuals who will be assigned to the engagement and the supervising actuary who will be assigned to the engagement. This should also include everyone’s resume and information on relevant experience with higher education entities and preparing OPEB actuarial valuations.
10. A list of any clients that have been lost in the last five years.
11. A list of any pending legal actions against your firm.
12. A copy of your firm’s standard agreement for consulting services.
13. Warrant that errors and omissions insurance is maintained which provides a prudent amount of coverage for negligent acts or omissions and that coverage is applicable to the work requested in this proposal.

**15. EVALUATION AND SELECTION PROCESS**

It is the intent of the UAS to award a contract to the respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on UAS’s assessment of the respondent’s ability to provide adequate service, as determined by the evaluation committee. 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 reasons), 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 possible based on the following items:

1. **Complete/Thorough Proposal (35 Points)**

Respondent with the highest rating shall receive thirty-five (35) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Understanding of the nature of the services.
* Adherence to University requirements.
* The Respondent’s compliance with all requirements of the RFP specifications.
* Detailed proof of all requested qualifications.
1. **Respondent Qualification (35 Points)**

Respondent with highest rating shall receive thirty-five (35) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Profile of organization (Respondent Overview)
* Number of years in business
* Description of similar engagements
* Experience with preparation of OPEB valuations for Higher Education entities
1. **Cost (30 Points)**

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

* Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
* The proposal with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
* Remaining proposals will receive points in accordance with the following formula:

 **(a/b)(c) = d**

 a = lowest cost proposal in dollars

 b = second (third, fourth, etc.) lowest cost proposal

 c = maximum points for Cost category (30)

 d = number of points allocated to proposal

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

**16. 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 8 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 Sections 1 & 2 of RFP: Description, Overview and Scope | **Termination of Contract:** Reference Section 8 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 14 of RFP: Specifications/Goals and Deliverables | **Termination of Contract:** Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by contractor at the sole discretion of the University of Arkansas System. |

**APPENDIX I: OFFICIAL PRICE SHEET**

**RFP NAME: Actuarial Services for the Valuation of Other Post-Employment Benefits (OPEB)**

**RFP NUMBER: 231117**

**PROPOSAL DUE DATE/TIME: December 20, 2023, 10:00 AM CST**

**RESPONDENT INFORMATION CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE/EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Reference Section 3-Costs / Pricing** for further instruction.

Please complete the Official Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for one hundred twenty (120) days following the proposal due date and time.**

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

**NOTE:** Proposals must be submitted on this official proposal form to be considered. Respondents must use this Official Price Sheet when submitting proposals in response to this RFP. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this proposal document. Pricing must include shipping and handling charges.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Discount****($ or %)** | **Total Price** |
| **1.** |  |  | **$** |
| **2.** |  |  | **$** |
| **3.** |  |  | **$** |
| **4.** |  |  | **$** |
|  |  |  | **$** |
|  | **GRAND TOTAL** |  | **$** |

**APPENDIX II: RESPONDENT INFORMATION / REFERENCES**

Respondent must provide the following information as part of this proposal:

1. Respondent Representative

 Contact Name

 Telephone

 Email Address

 Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

 a. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

 b. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address

 c. Company/Organization Name:

 Contact Name

 Telephone

 Email Address

 Address