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University of Arkansas System

Request for Proposal for Annual Leave Exchange Program Administration

RFP No. 250324

March 24, 2025

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# Section I: Overview

The University of Arkansas System (“UAS”) is seeking a Vendor to provide a solution to support a new Annual Leave Exchange Program (the “Program”). The Program will allow active UAS employees to convert a portion of the value of their accrued Annual Leave (vacation) and apply it toward paying down the employee’s student debt. It is anticipated that the permitted uses of Annual Leave Exchange will be expanded in the future.

UAS, in conjunction with its consultant, Segal, invites your organization to submit a bid as specified in this Request for Proposal (“RFP”) for needed functionality for a hosted, secure, self-service Annual Leave Exchange Portal, providing functionality to allocate the value of converted vacation towards student loan debt.

Vendor selection resulting from this RFP process is targeted for May 2025. All bidders must follow the instructions pertaining to the bid specifications as described throughout the document and must complete all questions and tables. UAS shall not be responsible or liable in any manner for any risks, costs, or expenses incurred by any vendor in the preparation of its response, including but not limited to, the selected vendor. Vendor travel and other expenses to and from the vendor's location(s) and UAS associated with performing the services herein shall be borne by the vendor.

The expected go-live date for the new vacation conversion program is July 1, 2025.

Background

The system enrolls more than 70,000 students, employs over 28,000 and has a total budget of more than $4 billion. The system includes 8 universities, 7 two-year colleges and 6 other organizational units. Additional background information is available at the following links:

|  |  |
| --- | --- |
| Link | Type of Information  |
| <https://uasys.edu/about/> | About the university system |
| <https://uasys.edu/policies/board-policies/> | See board policies 420.1 and 420.8 |

The University of Arkansas System will be introducing a new Annual Leave Exchange Program designed to provide employees with a flexible and innovative way to manage their accrued Annual Leave (also referred to as “vacation” in this document). This program will allow eligible employees from any campus, division, or unit to convert the value of their accrued vacation into dollars, which can then be seamlessly applied towards their outstanding student loan debt. By participating in this program, employees can reduce their financial burden and achieve greater financial stability, while still enjoying the benefits of their earned vacation time. This initiative reflects UAS’ commitment to supporting its employees' financial well-being and enhancing their overall work-life balance.

Eligibility for participation in the Annual Leave Exchange Program requires current employment in a position accruing annual leave and qualified student loan debt. The employee must have an annual leave balance of at least 80 hours after an exchange. Employees with disciplinary warnings or actions related to leave within the previous 12 months may not participate in the leave exchange program.

Employees may exchange accrued annual leave for direct payment to the lender on qualified student loans. The value of exchanged vacation shall be discounted by 14% to address IRS constructive receipt considerations and the maintenance of a bona-fide vacation arrangement by the University. The initial maximum exchange value (prior to discount) will be $7,500 in a single calendar year.

Subject to approval by the President, campuses may annually increase or decrease the maximum exchange value of $7,500 and may establish exchange windows or other process guidelines in support of efficient management of this policy.

Any payment on a qualified student loan pursuant to this policy will be reported as income to the employee in accordance with the Internal Revenue Code or federal tax regulations.

No exchange of excess annual leave for direct payment on a qualified student loan shall occur unless authorized in writing by the employee.

Eligible student loans are those loans within the Internal Revenue Service’s definition of qualified education loan and the administrative guidelines as identified in the terms of the service agreement.

Solution Summary and Contemplated Expansion

The Annual Leave Exchange solution will include the following:

* A self-service portal that includes a dashboard summary of Vacation days available to convert per plan rules.
* A self-service portal where employees can elect how many Vacation days they would like to convert for the purpose of paying down student loan debt.
* Functionality allowing converted Vacation dollars to be applied towards paying down an employee’s current student loan debt.
* A solution that can integrate with Workday and either:
	+ interface directly with student loan servicers for the purpose of transmitting funds to pay down student loan debt via converted Vacation dollars or
	+ instruct UAS to make the transaction
* The self-service portal should be easily accessible via single sign-on (SSO) authentication.
* Ideally, the vendor’s solution is flexible in that future functionality can be made available allowing converted Vacation dollars to be allocated towards other options such as contributing to an employee’s 403(b) plan or HSA plan, donating funds towards the charity of the employee’s choice or receiving cash.

Timeline

The anticipated key dates for this process are outlined in the table below. These dates are estimated for informational purposes only. Please note they are subject to change based on availability.

|  |  |
| --- | --- |
| Goals | Target Dates |
| RFP Issue Date | **Monday, March 24, 2025** |
| Intent to Bid Due | **Friday April 4, 2025; 5:00pm CST** |
| Vendor Questions Due | **Monday, April 14, 2025; 5:00pm CST** |
| Responses to Vendor Questions | **Monday, April 21, 2025** |
| Vendor Proposal Due | **Wednesday, April 30, 2025; 2:30pm CST** |
| Vendor Demonstrations | **Week of May 12, 2025** |
| Winning Vendor Selected | **Week of May 26, 2025** |
| Commence Contract(s) Negotiations | **May/June 2025** |
| Implementation | **June 2025** |
| Vacation Exchange Go-Live | **July 1, 2025** |

# Section II: Vendor Submission Instructions

This RFP is issued by the University of Arkansas System Office. The contact listed in this RFP 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:

Michael Venezia, mvenezia@segalco.com

 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 person above and not Respondent.

 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.

## Proposal Submission

The proposal response is required to be received by UAS and Segal no later than **2:30pm CST, Wednesday, April 30, 2025** (i.e. the proposal due date).

**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 proposal due date:**

**University of Arkansas System
2404 North University Avenue
Little Rock, AR 72207
Attn: Terry Fuquay
Director of Administrative Services**

**The UA System will not accept call-in, emailed, or faxed proposals.**

 Proposals delivered to Segal should be submitted electronically to:

Michael Venezia, mvenezia@segalco.com

Email subject line should be formatted as follows: **“<*vendor name*>; RFP Response”**.

**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.

**For a bid submission to be considered responsive, an official authorized to bind the respondent to a resultant contract is required to sign a cover letter and include it with the proposal.**

## Critical Dates

Vendor “Intent to Bid” submissions are due on **Friday, April 4, 2025**, by 5:00pm CST (see Intent to Bid Form on the final page of this document. Email subject line should be formatted as follows: **“<*vendor name*>; Intent to Bid”.** Bids received after the specified deadline will not be accepted.

Vendor questions are due Monday, April 14, 2025, by 5:00pm CST. Email subject line should be formatted as follows: **“<*vendor name*>; RFP questions”**. Questions received after the due date will not be considered.

Vendor Proposal due **Wednesday, April 30, 2025**, by 2:30pm CST. See Proposal Submission section beginning on page 4 for submission instructions. Proposals must be received, and date/time stamped by the stated Proposal deadline. Any proposals received after that date and time shall be considered late. Late Proposals will be rejected.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or addendums will be posted on the UAS’s HogBid website: <https://hogbid.uark.edu>/. It is the responsibility of all parties to review the HogBid website to be informed of important information specific to this RFP.

Any contact with university employees concerning this RFP is prohibited, except as authorized by Terry Fuquay during the period from the date of release of the RFP until the date the winning vendor is selected.

## Instructions

1. All of the terms and conditions expressed in Section V of this RFP are incorporated into these Instructions.
2. UAS will require all rates and fees proposed to remain firm through the initial three- (3) year term of the contract. In anticipation of annual extensions, if any, UAS will require renewal proposal rates for no less than two years.
3. All bidders submitting a proposal response are required to respond to the “Requirements Workbook” and “Proposed Fees” charts in this RFP.
4. 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.
5. 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.

**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.

1. All official documents and correspondence shall be included as part of the resultant contract.
2. UAS intends to award contracts consistent with the approaches identified at the beginning of this RFP. However, UAS reserves the right to award a contract 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:
3. Failure to complete the Intent to Bid and meet Minimum Essential Requirements.
4. Failure of the bidder to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
5. Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.
6. Failure to provide the bid security or performance security, if required (this is not required).
7. Failure to supply bidder references, if required.
8. Failure to sign an Official Bid Document, if required.
9. Failure to sign each questionnaire to confirm the proposed rates.
10. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.
11. UAS shall not be responsible or liable in any manner for any risks, costs, or expenses incurred by any Vendor in the preparation of its response.
12. 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**.

1. Should a respondent discover any material conflict, discrepancy, omission, or other error in this RFP, Respondent should notify the Segal Consultant referenced above in writing of such discovery with a request for modification or clarification. All such requests must cite the area in question. No questions will be accepted or answered after the due date of this RFP.
2. Proposals submitted prior to the opening date may be modified or withdrawn only by written notice. Such notice must be received by Michael Venezia, mvenezia@segalco.com, and Terry Fuquay, at the address referenced above on page 4, 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 by UAS and Segal 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 except as part of a best and final offer, if the University requests one.

# Section III: Proposal Response

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 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.

Evaluation Criteria

The selection of a Vendor by UAS under this RFP will be based upon the following criteria:

|  |  |
| --- | --- |
| Criteria | Weighting |
| Functionality | 20% |
| User Experience | 15% |
| Security, Audit and Compliance | 15% |
| Implementation, Service Delivery and Support | 10% |
| Vendor Experience and Reputation | 10% |
| Cost (minimum per Arkansas procurement law) | 30% |

Requirements Workbook

The attached requirements workbook is intended to allow UAS to identify the functional capabilities of the proposed Annual Leave Exchange solutions. It is expected that, as part of the selected vendor’s development and configuration processes, such vendor will conduct interviews with designated UAS staff to obtain exact plan details and specifications prior to configuring the Annual Leave Exchange solution. See attached requirements workbook in Excel below.



“Requirements Inventory” Instructions

Specify, per individual functional requirement, if the requirement is present as:

* **Standard Feature**
	+ The feature is fully functional and part of your standard solution.
* **Custom Feature (in scope)**
	+ The feature is not part of the vendor’s standard offer but can be developed. For purpose of the vendor’s RFP response, the feature will be included within the bid amount.
* **Custom Feature (out of scope)**
	+ The feature is not part of the vendor’s standard offer but can be developed. For purpose of the vendor’s RFP response, the feature is not included within the bid amount but can be made available for an additional fee.
* **Feature Not Available**
	+ The feature is not currently available and will not be developed for UAS.
1. For each requirement (Standard/Custom-in scope/Custom-out of scope/Feature Not Available) specify a yes (“Y”) or no (“N”). Additional context can be included in the “Comments” section.
2. Do not make more than one selection per row. **If you mark more than one selection per row, the item or feature will not be considered during the evaluation process**.
3. A response is required for each “Requirement Inventory” item.
4. Do not add rows with items of your own. If an item requires an explanation, use the “*Comments”* column.

“Questions” Instructions

1. A vendor response is required for each question (do not leave blank or unanswered).
2. Answer each question completely but be concise. Do not include attachments or collateral materials in lieu of answers (unless specified). Do not include promotional materials.
3. The bidder will be held accountable for the accuracy/validity of all answers.
4. Please remember, RFP responses will become part of the contract between the winning bidder and UAS.
5. The vendor can provide a response of “n/a” if not applicable to their solution.

“Integrations” Instructions

1. Update applicable integrations for each section.
2. The intent is to capture all required integrations so ensure your responses are comprehensive and do not inadvertently omit a necessary integration.
3. Include a file description, applicable details, suggested frequency and recommended data transmission method.
4. If an item requires an explanation, use the “*Comments”* column.

Required Forms

1. A copy of your firm’s standard agreement.
2. The following forms are required to be submitted with Respondent’s proposal (see Appendix I):
3. Equal Opportunity Policy Requirement for Contractors
4. Combined Certifications for Contracting with the State of Arkansas
5. Conflict of Interest Form
6. Contract and Grant Disclosure and Certification Form
7. Voluntary Product Accessibility Template (VPAT)

# Section IV: Proposed Fees

Fees should include all services outlined in this Request for Proposal. Vendors should assume there are approximately 17,000 users of annual leave each year when proposing fees below. List in Table 2 any services that you would not provide or that are not included in your fees.

Please be advised that if your quotes are not “firm” or “final” you must clearly indicate it in your proposal and explain exactly what information will be needed for the quote to become final. Please complete the tables that are at the end of this section. Include all assumptions used to develop the fees. In preparing the tables, please keep in mind the following:

* If you are quoting on a per-eligible employee basis, please show all calculations.
* Any flat fees on a monthly basis should be listed separately.
* Any per transaction fees should be listed separately.
* Any set-up fees should be listed separately; and
* Any special fees or charges of any kind for services that will not be covered by your proposed fees must be disclosed in your proposal. Please describe any services you will not cover.

Please confirm that:

|  | Confirmed | Not Confirmed | Comments |
| --- | --- | --- | --- |
| All fees are guaranteed through the duration of the contract (assume an initial 3-year agreement) | £ | £ |  |
| All change requests <= $5,000 are included in your fees | £ | £ |  |
| Fees will be billed to UAS monthly in arrears | £ | £ |  |

**Table 1 – Summary of Fees**

| **Fees** | **ONe time implementation fee** | **POST-IMPLEMENTATION Monthly Fee** |
| --- | --- | --- |
| **Year 1** | **Year 2** | **Year 3** |
| Annual Leave Exchange administration(base fees) - - per participant per mo. |  |  |  |  |
| Annual Leave Exchange administration(base fees) - - flat fee |  |  |  |  |
| Other Fees (Specify) |  |  |  |  |
| Total Monthly Fees |  |  |  |  |
| Total Annual Fees |  |  |  |  |

**Table 2 – Fees and Services**

|  |
| --- |
| List of all services that are included in your base fees as this list will be included in an Agreement should your company be selected. |
|  |
| List of optional services **not** included in fees, along with associated fees per service. |
|  |

# Section V: Standard Terms and Conditions

**1. 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.

**2. 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.

**3. 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.

All State of Arkansas electronic and information technology purchases must be accessible as specified by Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013.

Note: All respondents should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the RFP solicitation. Our expectation is that the respondent will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the respondent to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

**Failure to include the Voluntary Product Accessibility Template (VPAT) form (if applicable) could result in proposal disqualification.**

**4. 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:

1. 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.

**5. 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 three (3) years, with the option to renew for up to four (4) 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.

**6. 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.

**7. 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.

**8. 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. 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.

**10. 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.

**11. 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. See Appendix I for the Contract and Grant Disclosure and Certification form.

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. See Appendix I for the UAS Conflict of Interest form.

**12. 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.

**13. 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 the Timeline. 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.

**14. 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 a respondent discover any material conflict, discrepancy, omission, or other error in this RFP, respondent should notify the Segal Consultant, referenced in Section II, in writing of such discovery with a request for modification or clarification. Respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

**15. 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.

**16. 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.

**17. 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.

Should presentations be given, a second set of scoresheets will be created. After each presentation is complete, the evaluators will have the opportunity to discuss the presentation and revise their individual scores on the post-presentation score sheet. The final individual scores on the post-presentation score sheet will be averaged to determine the final technical score for each proposal.

**18. 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.

**19. 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 similar service from a third party.

**20. 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 (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.

**21. RFP Interpretation**

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

**22. 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.

**23. Formation of the Contract**

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 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 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://transform.ar.gov/wp-content/uploads/Services-Contract-SRV-1-Fillable-Form-110824-1.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

**24. 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.

**25. Web Site Accessibility**

Respondent represents that any web-based services it may offer to UAS shall 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.

**26.** **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.

**27. 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 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.

**28. 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.

**29. 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/or 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.

**30. 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 the University’s Board of Trustee Policy.

**31.**  **Payment Instructions**

Contractor agrees that in the course of making payments UAS is entitled to rely on information contained in written or electronic communications that UAS reasonably believes have been transmitted or authorized by Contractor. Contractor shall hold UAS harmless against any loss or damage related to or arising from UA’s reliance on such communications.

**32. 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 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.

**33. 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.

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

In accordance with Ark. Code Ann. § 25-1-1102, 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.

**35.** **Certification of Non-Scrutinized Company**

In accordance with Ark. Code Ann. § 25-1-1203, 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.

**36. 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 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’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.

**37. Non-Discrimination and Affirmative Action**

Respondent agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non- discrimination and affirmative action.

* 1. Consistent with Ark. Code Ann. § 25-17-101, the respondent agrees as follows: (a) the respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the respondent to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the respondent will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or respondent.
	2. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

**38.** **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.

**39. 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.

# Intent to Bid Form

Please return this acknowledgement form to the consultant listed below by “Intent to Bid Deadline”. Your cooperation in returning this form promptly is appreciated **whether or not you are going to respond to the attached RFP.**

**Attention:**

|  |  |
| --- | --- |
| **Name:** | Michael Venezia |
| **E-mail** | mvenezia@segalco.com |

**Request for Proposal for Annual Leave Exchange Program**

|  |  |
| --- | --- |
| **Client Name:** | University of Arkansas System |
| **Intent to Bid Deadline:** | **Friday, April 4, 2025** 5:00pmCST |

This is to advise that we have received the above referenced RFP.

|  |  |
| --- | --- |
| [ ]  | We *will* be submitting a proposal in response to this RFP. |
|[ ]  We *will not* be submitting a proposal in response to this RFP. We are not submitting a proposal because:Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Contact Name:** | Click or tap here to enter text. |
| **Title:** | Click or tap here to enter text. |
| **Firm Name:** | Click or tap here to enter text. |
| **Telephone:** | Click or tap here to enter text. |
| **E-mail:** | Click or tap here to enter text. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature:** | Click or tap here to enter text. | **Date:** | Click here to enter date. |

# Appendix I:

Required Forms:

* Equal Opportunity Policy Requirement for Contractors
* Combined Certifications for Contracting with the State of Arkansas
* Conflict of Interest Form
* Contract and Grant Disclosure and Certification Form

 An interactive, fillable form can be found at:

 <https://transform.ar.gov/wp-content/uploads/2020/04/contgrantform.pdf>

* A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here:

<https://procurement.uark.edu/forms.php>







