

**Request for Qualifications (RFQ)**

**RFQ No. 240305**

**Legal Services Provided by Outside Counsel**

**RFQ RELEASE DATE: March 5, 2024**

**RESPONSE DUE DATE: April 9, 2024\***

**RESPONSE DUE TIME: 2:30 PM CST\***

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

2404 N. University Ave.

Little Rock, AR 72207

Attn: Terry Fuquay

Director of Administrative Services

**Signature Required For Response**

Respondent complies with all articles of the Standard Terms and Conditions of the University of Arkansas System and with all articles within the RFQ document. If respondent receives the University’s request for services, respondent agrees to furnish the services as indicated in the RFQ.

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

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

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

**\*Under no circumstances will late responses be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Responses 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 RFQ.**

**RESPONDENT NAME AND RETURN ADDRESS, RFQ NUMBER, AND RESPONSE DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR RESPONSE TO BE ACCEPTED.**

**I. Overview of RFQ**

The Board of Trustees of the University of Arkansas is soliciting responses to a Request for Qualifications for legal services provided by outside counsel.

The Board of Trustees of the University of Arkansas is a body politic and corporate, which was created by statute in 1887 and is responsible for operating and managing its various campuses, divisions, and units—collectively referred to as the University of Arkansas System (the University, the System, UAS, or UA System). The UA System has developed a tradition of excellence that includes the State’s 1871 flagship, land-grant research university (the University of Arkansas, Fayetteville); Arkansas’s premier institution for medical education, treatment, and research (the University of Arkansas for Medical Sciences); a major metropolitan university (University of Arkansas at Little Rock); an 1890 land-grant university (the University of Arkansas at Pine Bluff); two regional universities serving southern and western Arkansas (the University of Arkansas at Monticello and the University of Arkansas at Fort Smith); seven community colleges (Batesville, Cossatot, Hope-Texarkana, Morrilton, Phillips, Pulaski Technical, and Rich Mountain); a presidential school; a residential math, sciences, and arts high school; an online-only university; and divisions of agriculture, archeology, and criminal justice. The individual entities of the UA System maintain cooperative strength as well as diverse offerings that exhibit unmatched economic and social impact to the state.

The UA System provides communities in Arkansas with access to academic and professional opportunities, develops intellectual growth and cultural awareness in its students, and provides knowledge and research skills to an ever-changing society. The system enrolls more than 70,000 students, employs over 30,000 individuals, and has a total budget of over $4 billion. An intrinsic part of the texture and fabric of Arkansas, the UA System is a driving force in the state’s economic, educational, and cultural advancement.

The UA System’s Office of the General Counsel provides primary legal representation to the Board of Trustees; the President; administrators at campuses and units throughout the System; and each of the campuses, units, and divisions. From time to time, the University has utilized outside firms in specialized areas, including those for which this request for qualifications is addressed. In particular, the University is seeking attorneys and firms whose primary practice is focused on the areas set forth hereinafter or firms which have a section addressing these areas. Prior experience in representing public institutions of higher education is desirable.

The primary areas of expertise addressed in this Request for Qualifications are as follows:

(1) Specialized immigration issues;

(2) Bond, finance, investment, and other complex transaction work;

(3) Non-routine tax matters;

(4) Benefits-related issues;

(5) CMS-related compliance issues;

(6) Export-control issues;

(7) Specialized hazardous materials and environmental compliance issues;

(8) FCC regulatory issues;

(9) Complex hospital compliance issues;

(10) Non-routine higher education compliance issues;

(11) Complex estate matters, especially outside of Arkansas;

(12) Non-routine patent, trademark, copyright, and other intellectual property matters;

(13) Complex transactional matters;

(14) Representation before the Public Service Commission and monitoring of rate proceedings and other utility dockets; and

(15) Complex litigation matters that are beyond the expertise or resources of the UA Office of General Counsel or the Attorney General’s Office

Instead of selecting one firm, the University may establish a pool of qualified firms, any one of which could be selected for a particular matter. The final selections may require presentations and interviews with selected respondent firms. When the University requires outside counsel for a specific matter, a fee negotiation will ensue with one or more of the firms selected. Should a successful negotiation not be attained within limits deemed reasonable by the University, negotiations will be undertaken with other firms within the established pool.

Services will be compensated at an hourly rate with expenses reimbursed unless otherwise agreed. The hourly rate is anticipated to remain firm for the period of an engagement. By responding to this request, the requestor acknowledges that any engagement will be subject to the University’s standard terms and conditions at [Procurement - University of Arkansas System (uasys.edu)](https://uasys.edu/system-office/finance-and-administration/procurement/).

Attorneys or firms are requested to provide information regarding expertise in the areas indicated, including the names of attorneys who would be providing services and whether they are partner or associate. Biographical and other data showing experience of attorneys and firms is desirable. Firms that can give examples of represented clients with similar characteristics of the University are preferred.

**Responses:** Responses must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the respondent’s overall qualifications. It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible who submits the best overall proposal based on an evaluation of all responses, as determined in the complete and sole discretion of the University. The University reserves the right to award agreements to multiple providers if this is in the best interest of the University. Respondents shall not include any pricing in their response.

The criteria to be utilized in the selection process are listed in detail in **Attachment A: Statement of Qualifications**.

All respondents must include with their response any exceptions or enhancements to the RFQ specifications. It will be assumed by UAS that the prospective company/firm accepts all terms and conditions as presented within the RFQ unless specific exceptions are clearly stated within the written response.

**All Elements Valued/Negotiation Right Reserved:** The UA System places a value on all elements of this RFQ. As such, after evaluation of proposals and selection of the Company/Firm, the UA System reserves the right to further negotiate with the selected respondent on any or all elements, and to award an Agreement at any time within 90 days after responses are opened.

**Basis of Award: Attachment A: Statement of Qualifications** (SOQ) will be evaluated based on each firm’s qualifications and relevant experience with similar work. All SOQ’s will be evaluated by the UA System Selection Committee.

**Evaluation and Acceptance of Statement of Qualifications:**  The University reserves the right to reject any and all SOQ’s, to amend the RFQ and the RFQ process, and to discontinue or re-open the process at any time without recourse of liability to any respondent.

**II. PROJECTED TIMELINE**

The following schedule will apply to this RFQ, but may change in accordance with the University’s needs:

March 5, 2024 RFQ released

March 19, 2024 5:00 PM CST - Last date/time UAS will accept questions

March 26, 2024 Answers to Questions Posted on HogBid Website

April 9, 2024 2:30 PM CST Response Due Date

Week of April 22, 2024 Respondent Presentations (if necessary)

April/May 2024 Notice of Qualification

TBD\* Project specific contract negotiations begin (upon notice of qualification)

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

**Distributing Organization:** This RFQ 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 RFQ should be sent via email to:

Terry Fuquay

Director of Administrative Services

University of Arkansas System

Email: [tfuquay@uasys.edu](mailto:tfuquay@uasys.edu)

All responses must be submitted in a sealed envelope with the RFQ number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

**Respondents must submit one (1) signed original hard copy and two (2) soft copies of their response (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 RFQ 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. **Responses must be received at the following location prior to the time and date specified within the projected timeline of this RFQ**:

**University of Arkansas System**

**2404 N. University Ave.**

**Little Rock, AR 72207**

**Attention: Terry Fuquay**

**Additional Redacted Copy REQUIRED**

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

It is the responsibility of respondent to identify all proprietary information included in its response. **Respondent shall submit one (1) separate electronic copy of the response 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 response 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 qualification 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 RFQ name and number on the outside of each package and/or correspondence** **related to this RFQ.** No call-in, emailed, or faxed responses will be accepted. Respondent remains solely responsible for ensuring that its response is received at the time, date, and location specified. UAS assumes no responsibility for any response 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. Responses received after the time specified in this RFQ will not be considered. **Responses received after the specified time will be returned unopened**.

**Acceptance Period:** Even though the University anticipates announcing notice of qualification in a timely fashion, the responses submitted shall be valid for acceptance for 90 days following the opening date.

**III. GENERAL REQUIREMENTS OF ALL RESPONDENTS**

**Company’s Employees and Agents:** The Company/Firmshall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company/Firm agrees to take all necessary measures to prevent injury and loss to persons or property while on University premises.

**Company’s Expense:** The Company/Firm, at its expense, shall furnish all products, labor tools, supplies, transportation, insurance, permits, licenses and any other expenses necessary to fully perform all aspects of this RFQ.

**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.

**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 and shall not use or disclose such information except as authorized in writing by UAS or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

**Reservation:** This RFQ does not commit UAS to award a contract, to pay costs incurred in the preparation of a response, or to procure or contract for services. UAS reserves the right to accept or reject (in its entirety), any response received as a result of this RFQ, if it is in the best interest of UAS to do so. In responding to this RFQ, 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.

**Governing Law:** This RFQ, 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 RFQ 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.

**Disclosure****:**

**Contract and Grant Disclosure and Certification Form**

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.

**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 response. 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 forms can be found in Attachment B. The determination of UAS regarding any questions of conflict of interest shall be final.

**Confidentiality and Publicity:** From the date of issuance of the RFQ until the opening date, the respondent must not make available or discuss its response, or any part thereof, with any trustee, official, employee or agent of UAS. Respondent is hereby warned that any part of its response 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 RFQ becomes the property of UAS.

News release(s) by a respondent pertaining to this RFQ 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 response. 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.

**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 response 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.

**Force Majeure:** Neither party will be liable for losses, defaults or damages which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it in any Agreement resulting from this RFQ because of acts of God, the public enemy, acts of government, earthquakes, floods, typhoon, civil strife, fire, or other causes beyond the reasonable contract of the party so delayed in or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

**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.

**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.

**Formation of the Contract:** The successful respondent(s) may be required to enter into a Professional 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).

**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 RFQ, 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.

**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.

**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.

**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.

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.

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.).

**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 RFQ, any resulting contract or any document delivered by contractor in connection with the products and services contemplated by this RFQ; (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 RFQ, 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 RFQ 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 RFQ or any resulting contract shall survive the expiration or termination of such RFQ 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 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 response.

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.

**Performance Standards:** Contractor acknowledges that the use of performance-based standards on any resultant contract by UAS are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous, and high-quality services in the performance of its obligations under this RFQ and any resulting contract with UAS. Contractor acknowledges that the services provided to UAS are to be of high quality and rendered in a timely and professional manner.  Contractor represents and warrants that it will provide the services related to any resulting contract in a manner consistent with industry standards. 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 services to UAS in the manner specified or for the duration required hereunder shall constitute a breach of any contract between Contractor and UAS subject to termination.

**ATTACHMENT A: STATEMENT OF QUALIFICATIONS**

**REQUIRED INFORMATION AND FORMAT**

In order to be considered for selection, the Company/Firm shall submit the following Statement of Qualifications (SOQ), and using as a minimum the following criteria, the individual or firm(s) should state why it believes it is qualified to provide the services requested in this RFQ.

**Please Note - In evaluating the qualifications of each proposer, the following will be considered:**

1. The specialized experience and technical competence of the individual(s), and firm(s) with respect to the type of professional services required;

2. The capacity and capability of the firm to perform the work in question, including specialized services;

3. The past record of performance with respect to such factors quality of work, ability to meet schedules, deadlines, and control of costs.

4. The firm’s proximity to and familiarity with the area in which the services are to be provided.

**1.** **Letter of Introduction**

A. Provide a letter of introduction signed by an authorized officer of the Company/Firm.

B. If submitting as a partnership, the Company/Firm must note which group is the prime consultant or lead partner (if applicable).

C. Note the individual leading the legal services team.

**2.** **Firm Information**

A. Company/Firm information and structure, to include administrative organization and support structure.

B. Certification that the firm is legally permitted or licensed to conduct business in the State of Arkansas for the services offered and the experience of the service providers, including, without limitation, any specialized training.

C. Number of years the Company/Firm has been in business.

D. Location of principal office that will be responsible for the implementation of this contract.

E. Names and bios for the key providers that will be assigned to the University.

F. Detailed information describing the manner in which the respondent plans to discharge its responsibilities, including details of the staffing plan for all operations with an organizational chart describing the proposed organizational structure. Clearly identify any service that your firm will not be able to provide.

G. Provide a list of at least 3 references for organizations that your firm provides services that are similar in size and scope. Include name of organization/institution, name of contact, job title, addresses, and all phone numbers.

**3. Project Team Qualifications**

A. Identify the employees and any other relevant information for this proposal. List names, license numbers and dates, as well as business address, phone numbers and fax numbers of the individuals.

B. Include resumes and related experiences for all appropriate individuals.

C. Advise the University whether any proposed lawyer has ever had his or her attorney license suspended or terminated in any jurisdiction anywhere.

**4. Firm Resources**

A. Provide a statement demonstrating your Company’s/Firm’s ability to accomplish the scope of services. Clearly identify any service that your firm will not be able to provide.

B. Explain the Company/Firm capabilities as they relate to:

1. Experience and recognition in this discipline

2. Integration of flexibility and future technology

**ATTACHMENT B: FORMS**

**1. Conflict of Interest Form**

**See page 12 of this RFQ**

**2. Contract and Grant Disclosure and Certification Form**

**This form can be found at the following link:**

[**https://www.transform.ar.gov/wp-content/uploads/2020/04/contgrantform.pdf**](https://www.transform.ar.gov/wp-content/uploads/2020/04/contgrantform.pdf)



**CONFLICT OF INTEREST FORM**

For any Request for Qualifications (“RFQ”) that requires the submission of this form, it is the responsibility of a respondent desiring to be considered for an award to complete and return this form, along with the Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFQ for submission of these Forms. The purpose of these Forms is to give respondents an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas System (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the respondent being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFQ process: (i) request further information from the respondent, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a respondent from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a respondent is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a respondent's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a respondent or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a respondent or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the respondent or has at least one common owner or shareholder with the respondent.

Each respondent must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the respondent.

|  |  |  |
| --- | --- | --- |
| **Name** | **Relationship** | **Description** |
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*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature Title

Name Date

Contact Person Title

Phone Number Email Address