



Request for Proposal (RFP)
RFP No. 737087
Risk Insurance Consulting and Brokerage Services

PROPOSAL RELEASE DATE: February 27, 2020

PROPOSAL DUE DATE: March 26, 2020

PROPOSAL DUE TIME: 5:00 PM CST*

SUBMIT ALL PROPOSALS TO:

Mr. Steve Wood

Assoc VP, Employee Benefits and
Risk Management Services
University of Arkansas System
2404 North University Avenue
Little Rock, AR 72207
spwood@uasys.edu

Signature Required For Proposal

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

Respondent Name:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	

Authorized Signature: _____

Date: _____

Typed/Printed Name of Signor: _____

Title: _____

***Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST be delivered to:**

Mr. Steve Wood

Assoc VP, Employee Benefits and Risk Management Services
University of Arkansas System
2404 North University Avenue
Little Rock, AR 72207

General Background for University of Arkansas

The University of Arkansas System (UA, UA, University or the University) is a public institution of higher education, created by Arkansas law, to provide post-secondary education to the citizens of Arkansas. It is governed by a ten-member Board of Trustees, appointed by the Governor for ten-year terms. The Board has delegated authority to the President of the UA for oversight for all employee benefits plans. As a public entity, the UA is not subject to ERISA.

The University of Arkansas System includes 19 campuses and units dispersed across Arkansas with benefits-eligible employment of 20,300. Campuses include the University of Arkansas for Medical Sciences (UAMS). A full listing can be found at <https://www.uasys.edu/campuses-units/>.

The University's risk management activities consists of a core \$6 billion property and time element insurance program and a vehicle insurance program covering over 1,400 passenger, utility and work vehicles. Ancillary programs address general liability and special events. In addition to the noted campus locations, properties include various farm research stations, IT transmission facilities, health services facilities and general services, support and office facilities across the state.

1. DESCRIPTION AND OVERVIEW OF RFP

The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas System, is seeking proposals for risk management consulting and brokerage services.

Through one or multiple vendors, the University anticipates that risk services will comprehensively address pricing and placement of appropriate core property and vehicle insurance programs, specialty liability insurance and coordination of claims and coverage activities.

Of critical importance:

The selected vendor(s) will provide a range of professional and support services for the risk programs. Activities will include timely and ongoing consulting and guidance on risk insurance issues and renewals, working directly with insurance vendors in supporting claims processing and resolution, direct interactions with campus representatives in resolving claims issues and tracking of vehicle changes and claims.

The vendor(s) selected must be prepared to provide ongoing (weekly if not daily) interactions and support for the University in risk management activities.

2. EXPECTATIONS AND SCOPE OF WORK

Expectations include:

- Conduct market search of all University of Arkansas System insurance coverage and negotiate with underwriters on the University's behalf to achieve best pricing and coverage. Included, but not exclusive, are property, auto, general liability and travel and accident.
- Research and recommend appropriate insurance pricing arrangements based on market conditions. This includes premium, deductibles, coverage limits, etc.

- Provide timely advice to the University of Arkansas on appropriate loss control measures needed to secure appropriate level of risk.
- Timely inform and advise University of Arkansas System Office as needed on current trends and future concerns regarding all risk management and related insurance issues.
- Review and process all insurance claims and coordinate all necessary activity between the insurance carrier, appropriate campus, and System Office for claims payment and resolution.
- Provide recordkeeping and reporting services on all additions, changes, and deletions to appropriate insurance schedules.
- Provide timely and accurate billing and reconciliation of all services charged.
- Conduct quarterly and annual meetings (and more frequently if required by the University or changing conditions) with the System Office addressing market changes, plans performance, anticipated renewals or bids, recommended plan design changes and related coverage and performance issues.
- Participate in and assist in coordinating annual and semi-annual meetings with campus representatives to provide plan training and information.
- Be available as needed by the System Office and campus representatives to add or change coverage and to assist with plan questions and in problem solving and to serve as a consultant regarding all risk management and related insurance coverage.

3. COSTS / PRICING

The University will require that services be provided at an hourly rate and for reimbursable expenses and to provide full disclosure of any commissions, reimbursements, incentives or payments of any kind received as a result of placement or continuation of insurance coverage with the University. Please furnish the hourly rate for individuals you anticipate would provide services and the anticipated and maximum annual expenses to the University for the services. This hourly rate would remain firm through the initial one (1) year term of the contract. In anticipation of annual extensions, if any, the University will require second year proposal rates and would prefer to receive third, fourth and fifth year renewal proposal rates.

4. RESPONDENT REFERENCES

Respondents must provide a minimum of three (3) references, preferably in higher education, (including the organization's name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. UA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction.

5. RESPONDENT'S RESPONSIBILITY TO READ RFP

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

6. PROJECTED TIMETABLE OF ACTIVITIES

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

2/27/2020	RFP released to prospective respondents
3/11/2020	5:00 PM CST – Intent to Bid due AND deadline for questions

3/18/2020 Last date UA will issue an addendum
3/26/2020 Proposal submission deadline 5:00 PM CST

Note: Attendance at RFP opening is not required. No award will be made. Only names of respondents, and a preliminary determination of proposal responsiveness, will be made at this time.

Week of 4/6/2020	Vendor Presentations (if necessary)
Week of 4/13/2020	Notice of Intent to Award
Upon Award (TBD)*	Contract Negotiations Begin (upon intent to award)
Upon Contract Approval:	Service to Commence (upon final legislative approval, if applicable)

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

7. CONTRACT TERM

The term ("Term") of any resulting Contract will begin upon date of Contract award. If mutually agreed upon in writing by the Contractor and UA, the term shall be for an initial period of four (4) years, with option to renew on an annual basis for three (3) additional years, for a combined total of seven (7) years.

8. GENERAL INFORMATION FOR RESPONDENTS

8.1 Distributing Organization

This RFP is issued on behalf of the University of Arkansas System.

Respondent Questions and Addenda: Respondent questions concerning all matters of this RFP should be sent via email to Steve Wood. Email address is on page 1.

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 UA Fayetteville bid solicitation website: <http://hogbid/>. During the time between the proposal opening and contract award(s), with the exception of Respondent's questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

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

8.2 Contract Information

Respondents should note the following regarding the State's contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent's bid. The UA will not accept any proposed contract that does not meet the following conditions:

A. Neither the UA nor 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 and damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from 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 any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA 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.
3. Acknowledge in its contract that contracts become effective when awarded by UA.

8.2 Reservation

This RFP does not commit UA to award a contract, to pay costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. UA 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 UA to do so. In responding to this RFP, respondents recognize that UA may make an award to a primary Respondent; however, UA reserves the right to purchase like and similar services from other entities as necessary to meet operation requirements.

8.3 Qualifications of Respondent

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

8.4 Governing Law

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UA 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 UA. 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 UA or its trustees, officials, employees and representatives. In no event shall UA 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.

8.5 Proprietary Information

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

Note of Caution: Respondents should not attempt to mark the entire proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless

the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary.**

8.6 Disclosure

A. Contract and Grant Disclosure

Disclosure is a condition of this contract and the University of Arkansas 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.

B. Respondent Conflict of Interest Form

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

8.7 Proposal Modification

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

8.8 Prime Contractor Responsibility

1. UA will require all rates and fees proposed under all three scenarios requested to be guaranteed for a 12-month period effective July 1, 2020. UA is also requesting renewal proposals for years 2 and 3.
2. All Respondents submitting a proposal response are required to respond to the "General Questionnaire".
3. Respondents are required to address each of the requirements of this RFP. Respondents' responses should contain sufficient information and detail for UA to further evaluate the merit of the response. Failure to respond in this format may result in disqualification.
4. Exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, paragraph, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.
5. The proposal response is required to be received by Steve Wood, no later than 5:00 p.m. Central Time, March 18, 2020.
6. **. IMPORTANT** Late bids will NOT be accepted. All bidders, should complete and submit the RFP in its entirety on or before the proposal due date. See section 10 for specific submission instructions.

7. For a proposal to be considered responsive, an official authorized to bind the Respondent to a resultant contract is required to sign the original proposal in the blank provided on the proposal cover sheet.
8. All official documents and correspondence shall be included as part of the resultant contract.
9. UA reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of UA to do so. Proposals may be rejected for one or more reasons not limited to the following:
 - a. Failure to complete the proposal and agree to Minimum Standards.
 - b. Failure to submit the proposal and proposal copies as required in this RFP on or before the deadline established by the issuing agency.
 - c. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - d. Failure to provide the proposal security or performance security, if required.
 - e. Failure to supply references, if required.
 - f. Failure to sign an Official proposal Document, if required.
 - g. Failure to sign each questionnaire to confirm the proposed rates.
 - h. Any wording by the Respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFP.

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 with regard to the award of this RFP.

8.9 Period of Firm Proposal

Prices for the proposed services must be kept firm up until the proposed effective date. Firm Proposals for periods of less than this number of days may be considered non-responsive.

8.10 Errors and Omissions

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

8.12 Award Responsibility

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

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

8.13 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 UA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret,

can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UA.

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 UA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent's bid. The UA Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

Employees of the Contractor may have access to records and information about UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA 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 UA.

8.14 Respondent Presentations

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

8.15 RFP Interpretation

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

8.16 Time is of the Essence

Respondent and UA agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein

8.17 Formation of the Contract

UA may take either one of the following actions in order to create a Contract between the UA and the selected Respondent:

A. Accept a Proposal as written by issuing a written notice to the selected Respondent and executing a contract that incorporates and accepts the submitted Proposal and UA required terms and conditions.

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

Because UA 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 UA terms and conditions.

If the Respondent submits proposed terms and conditions with the proposal or with a proposed contract, and if any of those terms are in conflict with the laws of the State of Arkansas or the standard terms provided in this RFP, the State laws and the standard terms stated in this RFP shall govern.

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

NOTE: The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/resources/documents/TGSForm.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

8.18 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 UA to maintain the high standard of quality and management for the products and services outlined in the RFP and this Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UA 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 UA's campuses.

9. REQUIRED TERMS AND CONDITIONS. In addition to terms required to meet UA's performance expectations and requirements stated in this RFP and the terms of the successful Respondent's proposal, any contract issued based on this RFP will include the following standard provisions.

9.1 Termination for cause.

If at any time the services become unsatisfactory, UA 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 UA. Additionally, the Contract may be terminated, without penalty, by UA without cause by giving thirty (30) days written notice of such termination to Contractor. In no event shall such termination by UA as provided for under this section give rise to any liability on the part of UA, 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. UA's sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

9.2 Contractor responsibility for employees and agents.

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UA premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor's employees shall conduct themselves in a professional manner and shall not use UA's facilities for any activity or operation other than the operation and performance of services as herein stated. UA reserves the right to deny access to any individual. The following conduct on campus 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.

9.3 Tobacco Free Campus

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA and on and within all vehicles on UA property, and on and within all UA vehicles at any location.

9.4 Compliance with law generally

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 save harmless UA and all its trustees, officers, employees and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the

Contractor. Contractor shall also obtain a full and properly executed release, indemnification, and hold harmless agreement to the benefit of UA, its trustees, officers, employees, agents and volunteers, in a form acceptable to University, from each customer. Contractor shall retain the release from each customer for a minimum period of three (3) years and furnish copies of any and all releases to UA upon its request. Without limiting the generality of the foregoing, Contractor agrees that:

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 UA 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 or destroy all student education record information within thirty (30) days.

9.5 Accessibility of technology products

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Respondent 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, In The Event Contractor Provides A Technology Product It Shall Expressly Represent And Warrant to the State of Arkansas through the procurement process for any technology product by submission of a Voluntary Product Accessibility Template ("VPAT") or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

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

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

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

9.6 Web Site Accessibility

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

9.7 Prohibition Against Boycotting Israel

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

9.8 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 Contract, 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 UA.

9.9 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 UA campuses, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campuses under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA. Contractor 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 the campuses. Contractor 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 UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws.

Contractor will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

9.10 No Assignment and Sublicensing

Contractor may not assign or sublicense any this Contract without the prior written consent of an authorized representative of UA as provided by UA's Board of Trustee Policy.

9.11 PCI DSS Compliance

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

9.12 Non-appropriation Clause

If, in the sole discretion of UA, funds are not appropriated or otherwise lawfully available to continue this Contract, or any activities related herewith, in any future period, then UA 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-appropriation or unavailability at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UA to terminate the Contract in order to acquire similar service from a third party.

9.13 Indicia

The Contractor acknowledges and agree that UA 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 UA that are adopted and used or approved for use by UA (collectively the "Indicia") and that each of the Indicia is valid. Contractor shall have no 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 UA. 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 UA or its Board of Trustees without compensation.

9.14 Indemnification and insurance

Contractor shall indemnify, defend, and hold harmless 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 Contract or any document delivered by Contractor in connection with the products and services contemplated by this Contract; (b) any damage to property or bodily injury, including, but not limited to illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the UA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this Contract, or any other activities conducted on a UA campus (whether such activity is authorized or unauthorized by UA); (c) any use of or damage to UA 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 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 NCAA rules or regulations or state, federal or local laws.

The obligation to indemnify UA 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 UA, UA's in-house counsel may participate in any proceedings. The indemnification obligations under this Contract shall survive the expiration or termination of such RFP or resulting Contract.

The 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 UA:

Workers Compensation: As required by the law of the applicable state.

Liability insurance covering medical management decisions, professional malpractice and provider contracting, with limits of no less than \$5,000,000 per occurrence and in the aggregate per policy year, with excess liability coverage of not less than \$5,000,000 per policy year.

Comprehensive General Liability, with limits of no less than \$5,000,000 each occurrence and \$5,000,000 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.

Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor's operations on UA's campus.

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

9.15 Disputes

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this Contract. The Respondent acknowledges, understands and agrees that any

actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

9.14 Law governing contract

This Contract and all performance thereunder, transactions and subsequent amendments thereto between Contractor and UA 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).

9.15 Non Waiver of Defaults

Any failure of UA 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 UA at any time to avail itself of same.

9.16 Independent Parties

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

9.17 Performance Standards

Contractor acknowledges that the use of performance based standards on this Contract are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this Contract and shall meet the standards set forth in the RFP, including the Performance Guarantees. Contractor recognizes that failure to perform hereunder may cause UA 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 UA or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of this Contract and cause for termination by UA.

10. INSTRUCTION TO RESPONDENTS

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

10.2 Respondents must address each section of the RFP. An accessible version of the RFP document will be posted on our Hogbid website. Respondents can insert exhibits into the document provided, or create their own attachment for exhibits making sure to reference the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal. The RFP Worksheet is an integral part of this RFP.

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

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

10.4 Proposals will be delivered to University of Arkansas System at the date and time as listed on the coversheet of this RFP (proposal due date). A set of copies must be sent to Steve Wood at the addresses on page 1.

Agencies must submit one (1) signed original, one (1) signed copy, and two (2) soft copies (on CD and/or USB Flash Drive) of your response to this bid. The extra copies are needed for bid evaluation purposes. Please do not send bid responses to different bids in the same envelope.

Additional Redacted Copy REQUIRED

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

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

IMPORTANT: Respondents must address each of the requirements of this bid request which is in the format of a Request for Proposal. Vendor's required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor's response. Failure to respond in this format may result in bid disqualification.

IMPORTANT: If questions are submitted to the University to clarify bid specifications or the scope of the bid, an individual response will be sent to the submitting party only. All question and answer documents will be immediately posted to the University Hogbid website, information and a link is listed here: <http://hogbid.uark.edu/index.php> for interested firms, companies, individuals to review. It is the responsibility of all parties to review the University official bid website, Hogbid, to be informed of all important information specific to the solicitation.

Proprietary Information

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

Note of caution: Do not attempt to mark the entire proposal as "proprietary". Do not 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. Cost cannot be considered as proprietary.

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

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

Respondents may deliver their redacted copy and any hard copy responses either by hand or through U.S. Mail or other available courier services to the addresses on page 1. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP. No call-in or faxed Proposals will be accepted.** The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, and location specified. UA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened.**

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

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

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

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

11. CONTRACTOR OVERVIEW

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

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

12. BEST AND FINAL OFFER

UA 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, additional benefits, or both, in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UA. If the UA 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 UA Procurement Department.

13. SPECIFICATIONS / GOALS AND DELIVERABLES

Please refer to the Attachment for specific questions to be addressed and the scoring and weighting criteria.

14. EVALUATION AND SELECTION PROCESS

It is the intent of the UA to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UA assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UA 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 UA. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UA (for whatever reasons), UA may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents.

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

15. SERVICE PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to University Requirements	Reference standard terms, conditions and all articles of RFP	Termination of Contract: Reference Sections 8.18 and 9.17 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville.
Scope of Services	Reference Sections 1 & 2 of RFP: Description, Overview and Scope	Termination of Contract: Reference Sections 8.18 and 9.17 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville.
Specifications, Goals and Deliverables	Reference section 13 of RFP: Specifications/Goals and Deliverables	Termination of Contract: Reference Sections 8.18 and 9.17 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville.

APPENDIX I: Respondent Information/Reference

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

1. Respondent Representative
Contact Name
Telephone
Email Address
Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:
 - a. Company/Organization Name:
Contact Name
Telephone
Email Address
Address

 - b. Company/Organization Name:
Contact Name
Telephone
Email Address
Address

 - c. Company/Organization Name:
Contact Name
Telephone
Email Address
Address