UAFS | University of Arkansas Fort Smith

REQUEST FOR PROPOSAL
RFP# AX-18-001
STUDENT HEALTH CLINIC

ISSUE DATE: February 12, 2018
DUE DATE: March 20, 2018 3:00 PM CST

Submittal due date and time:

Five (5) hard copies, and one (1) digital copy must be submitted and received by 3:00 pm CST on March 20, 2018.

University of Arkansas - Fort Smith
Procurement Services
5210 Grand Avenue
PO Box 3649
Fort Smith, AR 72913
ATTN: Rhonda Caton
TEL: (479)788-7073

LATE SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.

IN THE EVENT THAT UAFS IS CLOSED FOR INCLEMENT WEATHER, THE BID OPENING SHALL BE POSTPONED UNTIL 3:00 PM THE NEXT FULLY OPEN AND OPERATIONAL WORK DAY.

A copy of this bid document is available in PDF format at:
http://uafs.edu/procurement/current-bid-opportunities

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INTRODUCTION & GENERAL INFORMATION
SECTION 1

1.1 INTRODUCTION

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas - Fort Smith ("the University" or "UAFS" or "Client"), seeks proposals from qualified, experienced, licensed, financially sound, and responsible contractors to provide all necessary and qualified staff and supervision for management of an on-site health clinic for the benefit of eligible UAFS students.

1.2 DEFINITION OF TERMS

The University has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point or item in question. The words "bidder", "contractor", "vendor", "proposer", and "offeror" are used synonymously within this document.

The "Clinic" or "Clinic space" is the Powell Student Health Clinic, currently located on the UAFS campus in the Pendergraft Health Sciences Center, second floor.

1.3 TERMS AND CONDITIONS

UAFS Standard Terms and Conditions shall govern any contract issued as a result of the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal.

1.4 PROPOSAL GUARANTEE

Respondents to this RFP agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Respondents further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas Fort Smith.

1.5 CAUTIONS TO PROPOSERS

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Those mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals to the issuing office. Any proposal received after the scheduled opening date and time will be immediately disqualified.

Proposal must be made in the official name of the firm or individual under which business is conducted (proposal must show the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

1.6 ORAL PRESENTATIONS / DEMONSTRATIONS

In the event UAFS deems it necessary to request the proposer to further explain various portions of the proposal, the proposer shall make oral and/or written presentations (at its own expense) to comply with the requirement.

1.7 FINANCIAL PROPOSAL

Use the Official Price Sheet, page 22. Estimated proposal prices are not acceptable. Proposal prices will be considered to be Vendor's best and final offer, unless otherwise stated in the RFP. The Vendor's response will be incorporated as part of the final contract.

1.8 REJECTION OF PROPOSALS

The right is reserved, unless otherwise stated, to accept or reject all or any proposal, or any part thereof, either separately or as a whole, or to waive any informality in a proposal and to split or make the award in any manner determined by UAFS to be most advantageous to the University.

1.9 OTHER

- All price and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing proposal.
- A responsible officer or employee must sign proposal. Obligations assumed by such signature must be fulfilled.
- UAFS is a state entity and does pay sales tax, but it is exempt from Federal excise tax.
- UAFS recognizes that price is only one of several criteria to be used in judging a product or service, and UAFS is not legally bound to accept the lowest proposal.
- The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. Bidder shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivering, or performing in the customary manner, by act of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products plants or facilities by the government. Bidder shall provide the University satisfactory evidence that nonperformance is due to other than fault of negligence on bidder's part.
- Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such bidders void.
- Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening proposal, whether in response to advertising or an informal request for proposal, made or permitted by a member of UAFS or an employee or representative thereof, will operate to void all proposal of that particular proposal solicitation or request.
- Proposals may be disqualified and rejection of proposal may be recommended to UAFS for any of, but not limited to, the following causes:

  (1) Failure to use the proposal form furnished by UAFS.

  (2) Lack of signature by an authorized representative on the proposal form.

  (3) Failure to properly complete the proposal.

  (4) Evidence of collusion among bidders.

  (5) Unauthorized alteration of proposal form.

  (6) Rejection of Arkansas state requirements and/or contract requirements.
- Verify your proposal before submission, as they cannot be withdrawn or corrected after being opened. In the event of an extension error, the unit price shall prevail.
- Your signature certifies that no UAFS employee, whose position at the University enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

1.10 PROPOSAL GUARANTEE

All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal opening date.

1.11 COMMITMENT

The University of Arkansas - Fort Smith makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the selected Contractor. No department, college, or office at the University has the authority to solicit or receive official proposals other than the Procurement Office. All solicitations are performed under the direct supervision of the Procurement Office and in complete accordance with University policies and procedures and laws of the State of Arkansas.

SUBMITTAL INSTRUCTIONS
SECTION 2

2.1 SUBMITTAL INSTRUCTIONS AND UAFS CONTACT INFORMATION

Five (5) hard copies, and one (1) digital copy must be submitted and received no later than 3:00 pm on **March 20, 2018**. At this time respondents to this RFP will be publicly identified, and review and evaluation of proposals will commence. The opening location will be the Business Office Conference Center at 5317B Grand Avenue, Fort Smith, AR. Hand delivered, and sealed proposals will be accepted until this date and time at the bid opening location.

Proposals should be addressed to:		Rhonda Caton Director of Procurement Services University of Arkansas – Fort Smith
	By mail:	PO Box 3649 Fort Smith, AR 72913-3649
	By courier:	5210 Grand Avenue Plant Op, Room 139 Fort Smith, AR 72904

Late responses, responses en route, or those left at locations other than the Office of Procurement by special carrier will not be considered if they are not in the Office of Procurement by or before the time indicated on the front of this RFP document as Proposal Opening Date and Time.

Telephone and/or FAX responses to this RFP will not be accepted.

Proposal openings will be conducted open to the public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

The University specifically requests that proposers restrict all contact and questions regarding this RFP to the above named individual.

2.2 INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation, clarification, or change to this RFP will be issued by addendum and emailed or faxed to all parties recorded by the University as having received a copy of the RFP. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the proposer shall consider and acknowledge receipt of such in their response. Only replies from the UAFS Office of Procurement to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Any addenda issued during the proposal period will be incorporated into the resulting contract.

All questions concerning this RFP should be in written form, reference proposal number RFP #AX-18-001 in the subject line, and directed to the UAFS Director of Procurement Services:

Rhonda Caton, Director of Procurement Services
Email: rhonda.caton@uafs.edu

Proposers are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response.

2.3. ADDENDA ACKNOWLEDGMENT FORM

Answers to vendors' questions will be issued by addenda and posted on the UAFS website no later than **March 9, 2018**. It is the responsibility of the vendor to check the UAFS website for any addenda before submitting their proposal. Respondents must acknowledge receipt of all addendum as part of their proposal response package (see page 23).

2.4 PROPRIETARY INFORMATION / OPEN RECORDS

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete digital 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. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

2.5 PROPOSAL CONTENTS

In order to simplify the University's task of evaluating all of the proposals, we ask that the Proposal be tabbed and labeled to facilitate ease of verifying mandatory requirements. The Proposal should follow the flow of this RFP as closely as possible.

2.6 REJECTION OF PROPOSALS

The right is reserved, unless otherwise stated, to accept or reject all or any proposal, or any part thereof, either separately or as a whole, or to waive any informality in a proposal and to split or make the award in any manner determined by the University to be most advantageous to UAFS. The University reserves the right to reject any proposal if the evidence submitted by, or investigations of, such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the Agreement. Submission of a proposal shall be conclusive evidence that the proposer has investigated and is satisfied as to the regulatory, technical, and physical conditions to be encountered in providing complete service to the University.

2.7 RESERVATION

UAFS reserves the right to waive any technicalities or requirements of this RFP if it is determined to be in the best interest of the University.

2.8 COST FOR PROPOSAL PREPARATION

This invitation does not commit UAFS to pay any costs incurred in the preparation of proposals.

2.9 RFP CANCELLATION

The University reserves the right to cancel this Request for Proposal at any time, without penalty.

THE UNIVERSITY OF ARKANSAS – FORT SMITH
SECTION 3

The University of Arkansas – Fort Smith (UAFS) was established in 1928 as a junior college extension of the public school system. Most of its history is that of a two-year institution that has operated under several names including Fort Smith Junior College, Westark Junior College, Westark Community College, and Westark College. On December 15, 2000, the respective governing boards of Westark College and the University of Arkansas System entered into an agreement to merge Westark with the System as a four-year, baccalaureate institution. UAFS became a four-year university and joined the UA System on January 1, 2002.

UAFS is one campus with 922 total employees (575 full-time, 347 part-time). Today, UAFS is the third largest of the five universities in the University of Arkansas System and the sixth largest of the state's four-year institutions.

The University has also prioritized student success through the promotion of undergraduate research. Each year, students across the University's academic disciplines conduct research in areas of their choosing and present their findings at the Undergraduate Research Symposium held each spring. Research completed by students for the symposium have led to their admission into prestigious graduate schools.

After just over 10 years as a four-year university, UAFS broke another milestone by offering its first master's degree in healthcare administration to provide residents an opportunity to advance in their careers in the healthcare field.

Even as UAFS has grown into a premiere regional institution, the University has stayed true to its roots in technical areas that address the needs of the greater Fort Smith region. The Western Arkansas Technical Center serves more than 500 students each year from area high schools in fields of study including welding, automotive technology, and computer graphic technology. Through these programs, students commonly earn enough course credit to receive associate degrees upon graduation of high school.

Enrollment for Fall 2016 was 6,584 (full-time undergraduate and graduate headcount). Enrollment for Spring 2017 was 5,987. Enrollment for Fall 2017 was 6,637.

SCOPE OF WORK, SPECIFICATIONS, RESPONSIBILITIES
SECTION 4

4.1 GOAL

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas - Fort Smith ("the University" or "UAFS" or "Client"), seeks proposals from qualified, experienced, licensed, financially sound, and responsible contractors to provide all labor, equipment, and supervision for management of an on-site health clinic for the benefit of eligible UAFS students.

The awarded contractor shall provide a range of health services to eligible UAFS students to further the equity of students and increase college and life success through better health care and self-care.

4.2 CLINIC BACKGROUND

UAFS students have access to quality, convenient primary healthcare currently located at the Powell Student Health Clinic located on campus in the Pendergraft Health Sciences Center, second floor.

Since 2008, the on-campus health provider of the Powell Student Health Clinic has been IMWell Health LLC.

4.3 ELIGIBLE STUDENTS

Eligible students are UAFS students in good standing in University credit courses, regardless the number of hours. Excepted from this definition of eligible students are WATC students, University faculty and staff enrolled in credit courses, and students enrolled in non-credit classes. UAFS will provide each eligible student with a student identification card.

4.4 RESPONSIBILITIES OF CONTRACTOR

Contractor will provide primary care services to eligible students at the Clinic. Clinical personnel are not available to provide care outside normal business hours or to provide emergency care at any time.

The Clinic will be open and staffed during the hours noted on page 11. The Contractor's personnel will schedule appointments for Clinic services during these hours of operations and will take walk-in patients when time is available.

Contractor will arrange for the provision of duly licensed and qualified professional personnel to staff the Clinic through either direct employment or on an independent contractor basis. Contractor will ensure that any professional medical provider providing services to students has and maintains a current and valid license to practice his or her profession in the state of Arkansas.

Physicians and other professional personnel staffing the Clinic shall maintain appropriate and legally required clinical records for each patient seen or treated at the Clinic. Contractor shall ensure that clinical records are safeguarded against loss or unauthorized use and shall comply with all applicable laws and regulations governing the privacy and security of such records. As required by applicable laws and regulations, Contractor will provide the University with only the minimum amount of information necessary in order to obtain payment. Only authorized UAFS personnel shall obtain such information on the University's behalf.

Contractor will develop and implement written policies and procedures related to the operation of the Clinic, to include, without limitation, policies and procedures regarding Clinic services, patient consents, and medical record privacy and security. UAFS will notify Contractor of any requirements with regard to Clinic policies and procedures, and Contractor shall conform said policies and procedures to such requirements.

Subject to confidentiality requirements, Contractor will provide monthly reports to the University, as reasonably requested by authorized UAFS personnel, regarding the operation of the Clinic, e.g. number of students served and type of health care services provided.

Contractor shall provide management services in accordance with applicable laws, regulations, and professional standards. Contract shall require independent contractor physicians and other clinical personnel to provide services to eligible students in compliance with all applicable laws, regulations, and professional and ethical standards.

Contractor will adhere to OSHA and HIPAA requirements at all times.

An M.D. or Nurse Practitioner is always present during clinic hours. Clinic services offer include, but are not limited to:

- Treatment for common illnesses and minor injuries
- Laboratory (TB test, strep culture, influenza / nasal swab, urinalysis, etc.)
- Acute care management
- Prescriptions
- Provider referrals
- Medical exams
- Walk-in services as time allows

Clinic services that will not be offered include, but are not limited to:

- Services outside normal business hours
- Emergency care services

Currently, the Powell Student Health Clinic is open and provides services to students on:

- Monday, Tuesday, and Thursday from 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm
- Wednesday and Friday from 8:00 am to 12:00 pm

Beginning with the fall 2018 semester, the University anticipates expanding the current hours of operation to further promote optimal health care for our eligible student population.

The clinic will not be open on those days the University campus is closed as identified in the Holiday Schedule published from time to time by the University. The Holiday Schedule for F18-19 is attached as Exhibit A.

4.5 RESPONSIBILITIES OF CLIENT

UAFS, at its expense, will provide the Clinic space, furniture, and fixtures necessary for the proper operation of the Clinic, which are in compliance with all local, state, and federal regulatory requirements. Contractor and its employees and independent contractors will have access to and use of parking areas, hallways, restrooms, stairways, elevators, and other common areas and services of the building approved by the University in which the Clinic space is provided.

UAFS shall furnish security and janitorial services for the Clinic space, as well as heat, air conditioning, lighting, electricity, water, telephone and other utility services reasonably necessary for the use of the Clinic space. UAFS will perform all maintenance and repair services necessary to keep the Clinic space in good order, condition and repair.

UAFS will retain ownership of the Clinic, including the Clinic space and any and all furniture, fixtures, and any supplies and equipment provided by the University at its expense.

UAFS shall provide a patient identification card to each eligible student. The University will identify a liaison who will be the primary contact for the Contractor during the term of the resulting contract for the purpose of answering questions and providing information and assistance. Neither UAFS nor any UAFS personnel shall have a role in or responsibility for management of the Clinic.

4.6 PRE-PROPOSAL SITE VISIT

A representative of the Proposer must visit the site. The mandatory pre-proposal site inspection is to ensure that all Proposers have a clear understanding of the Clinic and scope of work of this Request for Proposal. Site visits will be by appointment only. Contact 479-788-7036 to arrange an appointment.

4.7 EQUIPMENT

Contractor agrees to obtain, or cause to be obtained, and maintain all medical and office equipment and supplies, including computer equipment, necessary for the operation of the Clinic.

4.8 REIMBURSABLE EXPENSES

Other items necessary to operate the Clinic include, but are not limited to, outside laboratory fees, supplies, vaccines, test strips, printing, postage, and equipment. Contractor will bill Client at cost.

4.9 CONTRACTOR'S EMPLOYEES

All employees must have proper identification, reflecting both the name of the Contractor and the name of the employee. Employees must be wearing a company uniform. Employees must abide by the University's parking regulations. The use of tobacco products is prohibited anywhere on University property and employees must abide by the University's tobacco-free policy. The Contractor's assigned personnel will need to maintain a very close working relationship with UAFS.

4.10 METHOD OF PAYMENT

The Contractor shall invoice UAFS at the end of the month. The invoice will be for the contractual Service Fees for the month plus any reimbursable expenses. Reimbursable expenses must be accompanied with detailed receipts.

4.11 IRS REVENUE PROCEDURE REQUIREMENT

Contractor must represent, warrant, and agree that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to Client with respect to the Pendergraft Health Sciences Center. Contractor must agree it will not claim any depreciation or amortization deduction, investment tax credit or deduction for any payment as rent with respect to the Pendergraft Health Sciences Center. The purpose of this paragraph is compliance with Section 5.06 of Internal Revenue Service Procedure 2017-13.

SELECTION CRITERIA
SECTION 5

5.1 EVALUATION AND SELECTION PROCESS

An evaluation committee will evaluate the proposals received as a result of this RFP. All submittals are to be complete; partial submittals will not be accepted. A complete submittal is defined as one which is responsive to all the components in each section specified in the RFP. The University is under no obligation to contact applicants for clarification but reserves the right to do so.

It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible firm(s), who submits the best *overall* proposal based on an evaluation of all responses. Selection shall be based on the University's assessment of the vendor's ability to provide adequate service, as determined by the evaluation committee selected to evaluate proposals.

The University of Arkansas – Fort Smith reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the University. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAFS (for whatever reasons), UAFS may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

a) EXPERIENCE AND MANAGEMENT (30 Points)

1) Describe the Company's experience as managers and consultants of health services within colleges and universities.

2) Provide a list of all current contracts your company has for health services with colleges and universities. List the name and phone number of the college/university administrator capable of commenting on your firm's performance. Provide basic demographic information for each health clinic you have implemented, number of students served, and cost of services for the most recent year of completed business (fiscal year).

3) Include a resume of the proposed personnel hired to work in the Powell Student Health Clinic.

4) Include a resume and background of the person who will supervise the work of the personnel in the Powell Student Health Clinic and how your company will ensure the best performance.

5) Include a table of company organization and a plan for the management, supervision, and staffing proposed under this contract.

6) Company organization, including all positions that are non-school based.

7) What commitments are your organization willing to make to ensure the successful partnership with UAFS? What specific personnel would you commit for local management and staffing of the clinic? Include a resume as appropriate. If no specific individual is offered, provide sample description of medical and staffing quality you have in mind.

b) SERVICE CAPABILITY (20 Points)

1) Please present your past and present experience in the field of health care. Give examples of similar clinics. What past and current programs in this area do you consider to be the most successful? What new contracts have you entered into in the past three (3) years?

2) Describe your most successful experiences in managing a student health clinic in the past three (3) years.

c) FINANCIAL (20 Points)

1) Please explain your experience with similar partnerships. We are particularly interested in experiences with higher education; with institutions of similar size and demographics; and within the last 3-year time period.

2) Please explain all expenses you would expect the University to pay.

3) Please explain the financial health of your company to back the financial commitment to UAFS.

4) Describe the human resources available through your organization that would facilitate how to best staff the Powell Student Health Clinic.

d) PRICE PROPOSAL (30 Points)

- This should be the Service Fee charged for each four-hour service of clinic operation, not including reimbursable expenses.
- This Service Fee will be for comparison purposes and for assigning cost points.
- Cost points will be assigned as reflected on the Official Price Sheet.
- The proposal with the lowest estimated cost will receive the maximum points possible for this section.
- Remaining proposals will receive points in accordance with the following formula:
  (a/b)© = d
  a = lowest cost proposal in dollars
  b = second (third, fourth, etc.) lowest cost proposal
  c = maximum points for Price Proposal category
  d = number of points allocated to proposal

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

AWARD

A Vendor will be selected on the basis of the proposal submitted which is, in the opinion of UAFS administration, in the best interest of this University when all factors are considered. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items and the decision of the administration as approved by the University of Arkansas Board of Trustees is final.

ANTICIPATED RFP TIMETABLE
SECTION 6

TASK	DATE
Release of Request for Proposal	February 12, 2018
Deadline for Written Questions by Vendors	March 1, 2018
Deadline for Written Responses to Vendors	March 9, 2018
Proposals Due from Vendors	March 20, 2018
Oral Presentations (if any)	Week of March 26, 2018
Notice of Intent to Award	March 30, 2018 **
Contract to Begin	July 1, 2018 **

There will be no penalty to UAFS should the time periods listed after the Proposal Opening Date vary. However, diligence will be given to comply with the schedule as listed.

**Subject to approval.

STATE MANDATORY REQUIREMENTS
SECTION 7

Vendors must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

7.1 MINORITY BUSINESS POLICY

IT IS THE POLICY OF UAFS AND THE STATE OF ARKANSAS THAT MINORITY BUSINESS ENTERPRISES SHALL HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN THE STATE PURCHASING PROCESS. THEREFORE, THE STATE OF ARKANSAS ENCOURAGES ALL MINORITY BUSINESSES TO COMPETE FOR, WIN, AND RECEIVE CONTRACTS FOR GOODS, SERVICES, AND CONSTRUCTION. ALSO, THE STATE ENCOURAGES ALL COMPANIES TO SUB-CONTRACT PORTIONS OF ANY STATE CONTRACT TO MINORITY BUSINESS ENTERPRISES.

MINORITY PURCHASING REPORTING. The Minority Business Economic Development Act (A.C.A. §15-4-301 through 15-4-314) at §15-4-303(2) defines a "Minority" as "a black citizen or black lawful permanent resident of the State of Arkansas, black African American, Hispanic American, American Indian, or Asian and Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veteran Affairs." For purchasing records and informational purposes only, pursuant to §15-4-312 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.

☐YES ☐ NO

7.2 NON-DISCRIMINATION

UAFS does not discriminate against any employee, applicant for employment, or any person participating in any aspect of any project on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability.

7.3 CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at the Vendor Illegal Immigrant Contracting Disclosure Reporting Screen:

https://www.ark.org/dfa/immigrant/index.php/user/login

The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

7.4 DISCLOSURE OF CONTRACTS OVER $25,000 – GOVERNOR'S EXECUTIVE ORDER 98-04

Pursuant to Executive Order 98-04 which establishes mandatory guidelines and procedures to be followed in the areas of employment, grants, contracts and purchasing to prevent waste, abuse or the appearance of impropriety and to create a clearinghouse for grants and contracts for state government, we must require as a condition of this invitation for bid, that you disclose any relationship with the State of Arkansas. As an individual, you must disclose whether you are a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. If you are a non-individual entity, you must disclose (i) any position of control, or (ii) any ownership interest of 10% or greater, that is held by a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

7.5 EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, UA Fort Smith requires that prior to accepting a bid proposal, RFQ, or entering into negotiations for a professional consultant services contract, any entity or person interested in contracting with

the University must submit a copy of their most current equal opportunity policy. UA Fort Smith will maintain a file of all vendor EO policies submitted in response to solicitations for our campus. The submission is a one-time requirement but bidders are responsible for providing updates or changes to their respective policies. Bidders that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

This act may be viewed at **http://www.arkleg.state.ar.us/assembly/2005/R/Acts/Act2157.pdf**

7.6 ARKANSAS ACCESS TECHNOLOGY CLAUSE

The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards and Act 1227 of 1999, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to UA Fort Smith, that the technology provided to the University 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: 1) providing equivalent access for effective use by both visual and non-visual means; 2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and 3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology. This access may be made 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 or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here:
ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf.

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

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here:
http://www.uafs.edu/sites/default/files/Departments/vpat-fill-in_blank.pdf.

CONTRACT REQUIREMENTS
SECTION 8

Proposers must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

8.1 CONTRACT PERIOD

The required services described herein are to commence on July 1, 2018. The term of any contract resulting from this RFP ("Term") will be for a period of one (1) year. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of six (6) renewals or seven (7) years if mutually agreed upon in writing by the Contractor and the University. The University of Arkansas - Fort Smith may terminate the Agreement without cause, at any time during the Term (including any renewal periods); by giving the other party sixty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

8.2 CONTRACT TERMINATION AND ASSIGNMENT

UAFS shall have the right to terminate the resulting contract for any reason during its term, upon giving a minimum of sixty (60) days' notice to the other party.

The resulting contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds for immediate termination of the contract.

8.3 CONTRACT EXECUTION DEADLINES

Due to recent Arkansas mandates which require legislative review and approval of certain contracts, the University cannot agree that any contract is void if not fully executed by a vendor-established deadline. The University will ensure that all reasonable efforts are made to process the award as quickly as possible.

8.4 FORMATION OF THE AGREEMENT/CONTRACT

At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected Contractor:

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

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

Because the University may use alternative (A) above, each Bidder should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

The contents of this RFP will be incorporated into the final contract documents. The following order of precedence shall apply:

1. Agreement
2. Proposal
3. RFP

8.5 CONTRACT TERMS AND CONDITIONS

This RFP and the Official Signature Document (page 23) shall govern any contract issued as a result of the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. If the proposer submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with the laws of the State of Arkansas, the State laws shall govern.

8.6 APPROVAL BY ARKANSAS GENERAL ASSEMBLY

Respondents to this RFP agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Respondents further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas Fort Smith.

8.7 LIABILITY

Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

8.8 GOVERNING LAW AND VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

8.9 SOVEREIGN IMMUNITY

The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the University agrees that: (a) it will cooperate with the vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

8.10 ATTORNEY'S FEES

Neither party shall be liable to the other for any payment of attorney's fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the agreement.

8.11 CERTIFICATE OF INSURANCE

The vendor shall maintain General Liability and Auto Liability Insurance, and Worker's Compensation and Employer's Liability Insurance in statutory limits as required by the State of Arkansas. Certificate(s) evidencing insurance coverage shall be filed with UAFS prior to awarding of the contract. Please have all certificates issued to the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas - Fort Smith prior to performance.

Worker's Compensation and Employers Liability Required Coverage:

A. State	Statutory
B. Applicable Federal:	Statutory
C. Employer's Liability:	$100,000.00 per Accident
	$500,000.00 Disease, Policy Limit
	$100,000.00 Disease, each Employee

Comprehensive General Liability Required Coverage:

General Aggregate:	$1,000,000.00
Personal Injury:	$1,000,000.00 Each Occurrence
Each Occurrence Limit:	$1,000,000.00 Each Occurrence
Automobile Liability	Combined Single Limit $1,000,000.00
Umbrella Excess Liability	$1,000,000.00

8.12 BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage, in a boycott of Israel. Vendor hereby certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

8.13 NOTICE

Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, AR 72207-3608
Fax: 501-686-2517

8.14 LAWS, LICENSES & TAXES

Without additional expense to the University, the Contractor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

The Contractor shall display all licenses, permits, health certifications and current health inspection reports at each site.

8.15 PERFORMANCE BASED STANDARDS

Recently passed state legislation, Arkansas Public Law 557 of 2015 effective 8/1/15, requires the development and use of performance-based standards, including benchmark objectives, during the term of a service-related contract.

Any resulting contract shall contain Performance Standards which identify expected deliverables, performance measures or outcomes; and payment shall be contingent on the extent to which the performance standards were met.

8.16 FORCE MAJEURE

Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

8.17 PARKING

Parking on the University property by the Contractor's employees shall be governed by the same regulations and fees as applied to University employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of Contractor's employees.

Contractor employees will be required to procure a faculty/staff parking permit for vehicles to be used on the UA Fort Smith campus if/when implemented by the University.

8.18 INDEPENDENT CONTRACTOR AND PRICE DETERMINATION

The Contractor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the University.

The Contractor certifies by entering into and signing a contract with the University that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to pricing with any other offeror or with a competitor. In addition, the proposer is prohibited from submitting multiple proposals in a different form; i.e., as prime proposer and as a subcontractor to another prime proposer.

All pricing will remain firm for each contract period. The Contractor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

8.19 CONTRACT PAYMENT / INVOICES

All invoices shall be forwarded to the UAFS Accounts Payable Office and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.

OFFICIAL PRICE SHEET
SECTION 9

TOTAL Service Fees to be charged to Client for a four-hour unit of operation: $ _____

PERCENTAGE OF INCREASE FOR SUBSEQUENT YEARS

List below the percentage (%) of increase for subsequent years.

Percentages only, no dollars this section.

Cost for year 2 = _____ % of increase over year 1

Cost for year 3 = _____ % of increase over year 2

Cost for year 4 = _____ % of increase over year 3

Cost for year 5 = _____ % of increase over year 4

Cost for year 6 = _____ % of increase over year 5

Cost for year 7 = _____ % of increase over year 6

Total percentage of increase = _____% (year 2-7)

OFFICIAL SIGNATURE & ACKNOWLEDGEMENT DOCUMENT AX-18-001
SECTION 10

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposer to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO._____

ADDENDUM NO._____

ADDENDUM NO._____

_____
Signature

_____
Name & Title (Typed or Printed)

_____
Company Name

_____
Address and Telephone

_____
Employer Identification Number

Standard Terms and Conditions

STANDARD TERMS & CONDITIONS FOR PURCHASE ORDERS

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS

ACTING FOR AND ON BEHALF OF THE

UNIVERSITY OF ARKANSAS - FORT SMITH

1. GENERAL: These Standard Terms and Conditions are incorporated by reference in each Purchase Order (PO) issued by the University, and are agreed to by both vendor and the University, provided that any Special Terms and Conditions included in the University's PO take precedence over these Standard Terms and Conditions. No additional terms and conditions of this contract shall be accepted without the written consent of the University. In the event of a conflict between the terms and conditions offered by the University, and any terms provided by vendor, the University Terms and Conditions shall control.

2. PRICES: In case of errors in extension, unit prices shall govern.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: The University of Arkansas - Fort Smith ("UAFS" or "the University") is NOT exempt from paying sales or use taxes, except on those items and /or purchase transactions that are specifically exempted by law. When applicable, state sales tax must be itemized on invoices.

5. ANTITRUST ASSIGNMENT: The vendor named on this PO, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

6. GUARANTY: All items shall be newly manufactured, in first class condition, latest model and design, including where applicable, containers suitable for the shipment and storage, unless otherwise indicated. Vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Vendor further guarantees that if the items furnished hereunder are to be installed by the vendor that such items will function properly when installed. Vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Vendor's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

7. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may, at the sole discretion of the University, be construed as an act of default of the contract. Vendor must give written notice to the University Procurement

Department of the reason for any such delay and the expected delivery date. The University's Procurement Department has the right to extend the date of delivery if vendor's reasons for delay appear valid and the vendor's expected delivery is acceptable. However, if either vendor's reason for delay or expected delivery date is deemed unacceptable by the University, vendor shall be in default and the University may exercise any and all remedies available under law, including but not limited to remedies involving the procurement of goods or services from another vendor.

8. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without approval of the Procurement Department. Delivery shall be made during UAFS work hours only, 8:00 a.m. to 4:30 p.m. Central Standard Time (excluding weekends and University Holidays), unless prior approval for other delivery has been obtained. Packing list shall be enclosed with each shipment, listing the UAFS Purchase Order number. Items should be shipped to the "Ship-To" address listed on the purchase order.

9. DEFAULT: All commodities furnished will be subject to inspection and acceptance by University after delivery. Default in promised delivery or failure to meet specifications entitles the University to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge the full increase, if any, in cost and handling to defaulting vendor. Furthermore, default in promised delivery or failure to meet specifications authorizes the Purchasing Department to cancel this contract (PO), and by vendor's acceptance of this PO, guarantees vendor shall refund all monies paid from this PO to the University.

10. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the UAFS Purchase Order.

11. INVOICING: The vendor shall be paid in a timely manner upon submission of a properly itemized invoice, after delivery and acceptance of commodities or services by the University. All invoices must be sent to the "Bill To" point listed on the University purchase order. All invoices MUST be billed to the University, not to an individual, and must also include the following additional information if applicable:

a. The complete name and address of the vendor.

b. Invoice Date

c. Invoice Number

d. Purchase Order Number

e. Itemized listing of purchases. This should include a description of the merchandise and/or services, unit price and extended line total

f. Name and location of department for whom the goods or services were provided.

g. Itemized taxes.

Subject to all other terms and conditions herein, properly submitted invoices will be paid by the University in a timely manner. The University cannot agree to pay interest charges or late fees on any amounts due to vendor unless incurred 60 days after payment is due per Arkansas Code Ann. §19-4-706.

12. UNIVERSITY PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the vendor hereunder or in contemplation hereof or developed by the vendor for use hereunder shall remain property of the University, be kept confidential, be used only as expressly authorized, and returned at the vendor's expense to UAFS Procurement Department, properly identifying what is returned.

13. PATENTS OR COPYRIGHTS: The vendor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

14. AUTHORIZED DISTRIBUTOR: Vendor must be an authorized distributor of all goods/services procured by the University. Prior to issuance of a purchase order, vendor may be required to submit a letter from the manufacturer as proof of authorization.

15. DUTIES AND CUSTOMS FEES: All duties and customs fees shall be paid in advance by the vendor prior to shipping any product for import or export to the University.

16. PERMITS AND LICENSES: Vendor shall, at its own expense, procure and keep in effect all necessary permits or licenses as required by law to fulfill this Purchase Order.

17. ASSIGNMENTS: Any contract entered into pursuant to a UAFS Purchase Order is not assignable nor the duties there under delegable by either party without the written consent of the University.

18. LACK OF FUNDS: The University may cancel this contract to the extent the funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the vendor by the University. If the University is unable to pay for goods that it retains, the contactor may file a claim with the Arkansas State Claims Commission. Similarly, if the vendor has provided services and there are no longer funds legally available to pay for the services, the vendor may file a claim.

19. DELAYED CLAIMS: Arkansas State Law requires that a claim be filed with the Arkansas State Claims Commission for any invoices or services rendered that are more than two (2) fiscal years old.

20. NON-DISCRIMINATION: Vendor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination. In particular, consistent with the provisions of Act 954 of 1977, as amended and codified at Ark. Code Ann. § 25-17-101, the vendor agrees as follows: (a) the vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the vendor to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

21. TECHNOLOGY ACCESS: 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. The Vendor 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

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, 2013.

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.

22. SAFEGUARDING OF CUSTOMER INFORMATION.

(a) Throughout the term of this Agreement, vendor shall implement and maintain “Appropriate safeguards”, as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all “customer information,” as that term is defined in 16 C.F.R. § 4.2(b), received by vendor pursuant to this Agreement.

(b) Vendor shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of this Agreement, vendor shall destroy all records, electronic or otherwise, in its or its agents' possession that contains such customer information and shall deliver a written certification of the destruction to the University.

(c) Vendor consents, upon reasonable advance notice, to University's right to conduct an on-site audit of vendor’s security program.

(d) Notwithstanding any other provisions of this Agreement, University may terminate this Agreement for cause if vendor has allowed a material breach of its security program, if vendor has lost or materially altered customer information, or if the University reasonably determines that vendor's security program is inadequate.

(e) Vendor shall defend, indemnify, and hold harmless University, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by vendor's negligence, intentional acts or omissions, or any loss or material alteration of customer information.

(f) Vendor shall reimburse the University for any damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

23. HIPAA: To the extent that this contract involves covered use or receipt of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), vendor agrees to fully comply with all applicable privacy requirements under HIPAA.

24. ETHICAL STANDARDS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employee or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

25. CONFLICT OF INTEREST: Vendor recognizes that University of Arkansas Board of Trustees Policy 330.1 provides that the University shall not, without approval of the Chancellor or Vice President for Agriculture, enter into a contract with a current or former state employee, member of the Arkansas General Assembly, state constitutional officer or board or commission member, or the immediate family member thereof, or any entity in which such a person holds an ownership interest of 10 percent or greater.

26. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract, executed by the University which exceeds $25,000.00 shall require the vendor to disclose information consistent with the terms of Arkansas Executive Order 98-04, and any amendments or replacements, and the regulations pursuant thereto. Failure of any individual or entity to disclose, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of the existing law. No contract, or amendment to any existing contract, that falls under Order 98-04, will be approved until the vendor completes and returns the disclosure form.

27. GOVERNING LAW: The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

28. DISPUTES: The vendor and the University agree that they will attempt to resolve any disputes in good faith. Subject to the provisions on sovereign immunity herein, the vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceedings that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

29. SOVEREIGN IMMUNITY: Nothing in this contract shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Arkansas - Fort Smith.

30. LIMITATIONS OF LIABILITY: Vendor acknowledges that, under Arkansas law, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from any damages.

31. WAIVER: No waiver of any term, provision or condition of this contract, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed to be a further or continuing waiver of any such term, provisions or condition of the contract.

32. INDEPENDENT PARTIES: Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the University. The relationship of the vendor and University 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.

33. INDEMNIFICATION BY VENDOR: Vendor shall defend, indemnify, and hold harmless University, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to the performance of Vendor's obligations under this contract, including but not limited to any claims pertaining to or arising from Vendor's negligence, intentional acts or omissions.

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

35. TIME IS OF THE ESSENCE: Vendor and University agree that time is of the essence in all respects concerning this contract and performance hereunder.

36. TERMINATION:

BREACH

a) The University may terminate the agreement immediately upon the breach of agreement by the vendor by delivering written notice to the vendor.

b) In the event that the vendor shall fail to maintain or keep in force any of the terms and conditions of this agreement, the University may notify the vendor in writing of such failure and demand that the same be remedied within 10 days. Should the vendor fail to remedy the same within said period, the University shall then have the right to immediately terminate this agreement.

ATTENTION BIDDERS – EO POLICY

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered the bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The University of Arkansas - Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

NOTE: This is a mandatory requirement when submitting an offer as described above.

Please complete and return the attached form with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

____ EO Policy attached

____ EO Policy previously submitted to the UAFS Procurement Department

____ EO Policy is not available from business or person

Company or Individual Name:

_____

Title:_____ Date:_____

Signature_____

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER FEDERAL ID NUMBER SUBCONTRACTOR: SUBCONTRACTOR NAME:

TAXPAYER ID #: ---- ---- OR ---- ☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME: ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: FIRST NAME: M.I.:

ADDRESS:

CITY: STATE: ZIP CODE: --- COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

For Individuals*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

For an Entity (Business)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a *state agency* I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:
   Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____**Title**_____**Date**_____

Vendor Contact Person_____**Title**_____**Phone No.**_____

Agency use only

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____

UAFS
UNIVERSITY OF ARKANSAS - FORT SMITH

HOLIDAY SCHEDULE
FY 2018-2019

UA Fort Smith will observe the following holidays during the period of July 1, 2018 through June 30, 2019. Campus will be closed on these dates:

Observed	**Holiday**
Wednesday, July 4, 2018	Independence Day
Monday, September 3, 2018	Labor Day
Thursday, November 22, 2018	Thanksgiving Day
Friday, November 23, 2018 *	Thanksgiving Holiday *
Monday, December 24, 2018	Christmas Eve
Tuesday, December 25, 2018	Christmas Day
Wednesday, December 26, 2018	In lieu of Veteran's day
Thursday, December 27, 2018	In lieu of employee's birthday
Friday, December 28, 2018	Charged to annual leave **
Monday, December 31, 2018	Charged to annual leave **
Tuesday, January 1, 2019	New Year's Day
Monday, January 21, 2019	Martin Luther King Jr. Day
Friday, March 22, 2019	In lieu of George Washington's Birthday And Daisy Gatson Bates Day
Monday, May 27, 2019	Memorial Day

* *Tentative -by proclamation of Governor*

** *Employees may use annual leave, comp time, or if all eligible paid leave has been exhausted, take the day as leave without pay (LWOP).*

Employees who are required to work on observed holidays will be granted time off on another date that is convenient for the employee and the department. When possible, the time should be taken within 30 days of the holiday. Unused holiday leave is cumulative; however, holiday leave cannot be carried forward beyond June 30.

All full-time and eligible part-time employees receive holiday pay provided they are in paid status the last scheduled work day before the holiday and the first scheduled work day after the holiday, in accordance with Arkansas Code Ann. §1-5-104.

Adopted: 10/13/2017