



Procurement Services

University of Arkansas at Little Rock

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Request For Qualifications (RFQ)

SOLICITATION INFORMATION

Solicitation Number:	FB-24-026	Solicitation Issued:	03/27/2024
Description:	Consulting Psychiatrist		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	04/17/2024	Bid Opening Time:	2:00, CST
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204 Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
Bid's Outer Packaging:	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective supplier's name and return address Improperly marked packages may be opened for identification purposes.

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT

Buyer:	Jack Higginbotham	Buyer Email:	jhigginbotha@ualr.edu
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Section 1 - General Instructions and Information

Do not respond to items in this section unless specifically and expressly required

1.1. Introduction

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced firms to provide professional consulting psychiatric services.

UA Little Rock Counseling Services provides a broad range of mental health care for students, faculty, and staff. This includes: individual visits, consults with faculty and staff, depression screenings, eating disorder screenings, and proactive programming throughout the year. Last year, there were 3,818 individual clinical appointments.

1.2. About UA Little Rock

UA Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant component of the city and state's growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see ualr.edu/about/.

1.3. Type of Contract

- 1.3.1. As a result of this solicitation, UA Little Rock intends to award a contract to a single supplier.
- 1.3.2. The anticipated starting date for any resulting contract is **July 1, 2024**. However, the university may adjust the contract start date for up to three calendar months. By submitting a signed proposal in response to this solicitation, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.
- 1.3.3. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.
- 1.3.4. Pursuant to Arkansas Code Annotated § 19-11-249, any campus, unit or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

1.4. Schedule of Events

- 1.4.1. For informational purposes, UA Little Rock is providing a Solicitation Schedule of Events; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the university.

Event Description	Date & Time
Release of solicitation	03/27/2024
Questions from Bidders due	04/04/2024
Answers to questions posted*	04/08/2024

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Proposal Due Date	April 17th @ 2:00 PM CST
Evaluation complete*	April 2024
Post Intent to Award and Start of Discussions*	May 2024
Recommended award submitted for legislative approval*	May 2024
Final legislative review*	June 2024
Award Commences*	July 1, 2024

Table A

1.5. Live Proposal Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link:

<https://ualr-edu.zoom.us/j/82419296865?pwd=Onk3NGF6Y1VRV0pNRzVWYU2ZmY0Zz09>

Meeting ID: 82419296865
Meeting Password: 943283
Dial-In Information: 669-444-9171 US Toll-free

1.6. University Contract Administrator

- 1.6.1. Sheri O'Brien, Contract Review Manager, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of this contract.
- 1.6.2. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- 1.6.3. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other university personnel to assist with the administration of the contract.

1.7. Clarification of RFP Solicitation

- 1.7.1. Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.
 - A. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
 - B. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- 1.7.2. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.

- 1.7.3. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- 1.7.4. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.
- 1.7.5. Only an addendum written and authorized by the university will modify the solicitation.
 - A. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the solicitation.

1.8. Definition of Terms

- 1.8.1. The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.
 - A. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
 - B. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
 - C. "Shall" and "Must" mean the imperative and are used to identify requirements.
 - D. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.
 - E. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
 - F. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
 - G. The terms "Request for Qualifications," "RFQ," "Bid," and "Solicitation" are used synonymously in this document.
 - H. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
 - I. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
 - J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
 - K. "State Holiday" means the following days during the year when State Offices are closed:

Christmas Day	New Year's Day
Christmas Eve	Thanksgiving Day
Dr. Martin Luther King Jr.'s Birthday	Veteran's Day
Independence Day	George Washington's Birthday and Daisy Gatson Bates Day
Labor Day	Memorial Day
 - L. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
 - a. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.

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- b. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.
- M. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- N. "State" means the State of Arkansas.
- O. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- P. "Solicitation Terms and Conditions" refers to the University of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website: <https://ualr.edu/procurement/bids/>.

1.9. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

Printed responses should be formatted no larger than 8.5" x 11", fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed. Responses must be submitted in the English language.

1.9.1. Technical Response Packet

Prospective suppliers shall utilize the Technical Response Packet to submit their responses.

- A. The Original Technical Proposal Packet should be clearly marked "Original" and must be received on or before the proposal opening date and time.
- B. The packet must include the following:
 1. Original signed Proposal Signature Page
 2. Original signed Proposed Subcontractors Form, if applicable
 3. Response to Information for Evaluation section
 4. Recommended Options Form, if applicable
 5. Other documents and information expressly required in this solicitation
- C. The following items, which **must be submitted before a contract award** to the prospective supplier, may also be included with the prospective supplier's proposal.
 1. [EO 98-04: Contract and Grant Disclosure Form](#)
 2. Copy of prospective supplier's Equal Opportunity Policy.
 3. Voluntary Product Accessibility Template (VPAT), if applicable.
- D. **Do not include pricing in the technical response packet.**

1.9.2. Financial Proposal Packet

Prospective respondents should utilize the Financial Proposal Packet posted with the solicitation document and submit it separately from the Technical Response Packet.

- A. All pricing must be proposed in U.S. dollars and cents.
- B. Pricing document packet should be clearly marked "Pricing."

1.9.3. Recommended Response Documents

In addition to the Technical Response Packet and the Financial Proposal Packet, the following items should be submitted **on flash drive** as PDF files.

- A. One (1) PDF copy of the Technical Response Packet.
 1. Information for Evaluation should be a separate file on the PDF.
- B. One (1) PDF copy of the Financial Proposal Packet.
- C. One (1) redacted copy (marked "REDACTED") of the original Technical Response Packet. See Proprietary Information in Solicitation Terms and Conditions for more information.
- D. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
 1. All additional copies **must** be identical to the original hard copy.
 2. In case of a discrepancy, the original hard copy shall govern.

1.10. Additional Terms and Conditions

1.10.1. This solicitation incorporates all of the UA Little Rock Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <https://ualr.edu/procurement/bids/>.

- A. Any special terms and conditions included in this solicitation shall override the UA Little Rock Solicitation Terms and Conditions.

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- 1.10.2. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here:
<https://www.uasys.edu/system-office/finance-and-administration/procurement/>.
- A. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

Section 2 - Requirements & Specifications

Do not respond to items in this section unless specifically and expressly required.

2.1. Minimum Prospective Supplier Qualifications

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

A. Experience, Background, and Qualifications

- a. M.D., board-certified in the specialty of psychiatry
- b. Relevant experience with college-age populations
- c. Provide a brief description of your corporate philosophy for account servicing and commitment.
- d. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.
- e. Disclosure of any conditions that may affect the offeror's ability to perform their contractual obligations (i.e. bankruptcy, litigation, etc.).
- f. Disclose use of any existing or potential conflicts of interest between the scope of work required by UALR as described herein and the offeror's other business activities.
- g. A brief description of the company, ownership structure, and other critical elements of the operations.
- h. A brief description of the firm's philosophy on policy and coverage recommendations to the client.
- i. A brief description of the company's expertise in the employee benefits arena.
- j. A brief description of the company's experience servicing public entities similar to UALR.
- k. Provide any special experience, knowledge, or skills that uniquely qualify your firm for this project.
- l. Detail any and all breaches within the last five (5) years of:
 - i. Protected Health Information.
 - ii. Misappropriations of Social Security Numbers.
 - iii. Violations of Confidentiality.
 - iv. Other similar events committed by any employee or associate.

B. Availability

The Consulting Psychiatrist must be available to:

- a. Attend on-campus meetings, such as the Behavioral Intervention Team's weekly meetings.
- b. Conduct phone consultation to the psychiatric APRN and the Director of Counseling Services, during the hours of 8:00 a.m. - 5:00 p.m., Monday through Friday.

C. Duties and Responsibilities

- a. Provide on-campus psychiatric evaluations of students on an as needed basis.
- b. Provide relevant mental health in-service training for the Counseling Services team and the Behavioral Intervention Team.
- c. Serve as the collaborating physician for the psychiatric APRN.
- d. Refer students who need long-term psychiatric treatment to an outside specialist.

D. Documentation

- a. Resume
- b. Cover Letter
 - i. Thoroughly describe your education and qualifications not listed on your resume that outline and highlight your achievements in higher education psychiatry.
- c. 3-5 Current References (within the last four (4) years)
- d. Proof of current liability insurance (what type and what amount)
- e. Proof of current malpractice coverage insurance

2.2. Performance Standards

State law requires that qualifying contracts for services include Performance Standards to measure the overall quality of services provided. The university's Performance Standards are outlined in Table B.

- 2.2.1. Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a supplier should meet to avoid assessment of damages.
- 2.2.2. The university may be open to Performance Standards negotiations before contract award, before the commencement of services, or throughout the contract duration.
- 2.2.3. The university **shall** have the right to modify, add, or delete Performance Standards throughout the contract's term should the university determine it is in its best interest to do so.
- 2.2.4. Any changes or additions to performance standards will be made in good faith following accepted industry standards, and may include the input of the supplier to establish reasonably achievable standards.
- 2.2.5. All changes made to the Performance Standards **shall** become an official part of the contract.
- 2.2.6. Performance Standards **shall** continue throughout the term of the contract.
- 2.2.7. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- 2.2.8. If a Performance Standard is not met, the supplier will have the opportunity to defend or respond to the insufficiency.
- 2.2.9. The university **shall** have the right to waive damages if it determines there were extenuating factors beyond the supplier's control that hindered performance. In these instances, the university shall determine the performance acceptability.
- 2.2.10. Should any compensation be owed to the university due to the assessment of damages, the supplier should follow the direction of the university regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Adherence to university requirements	Supplier adheres to all standard terms, conditions, solicitation terms and conditions, and all articles of the RFQ.	May be cause for termination of contract
Scope of Services	Supplier shall demonstrate a consistent pattern of satisfactorily meeting stated services.	Failure to meet the standard will result in a negative Supplier Performance Report. If more than 3 instances occur in a quarter, the university shall receive up to a 10% discount.

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		Repeated failure without resolution may result in contract termination.
Response Time	Supplier shall respond to initial requests within 48 university working hours or two (2) business days.	Failure to meet the standard will result in a negative Supplier Performance Report. If more than 3 instances occur in a quarter, the university shall receive up to a 10% discount. Continued failure without resolution may result in contract termination.

Table B

Section 3 - Selection

Do not provide responses to items in this section unless specifically and expressly required.

3.1 Selection Process

- 3.1.1. UA Little Rock will review each Technical Proposal Packet to verify submission requirements have been met. Technical Proposal Packets that do not meet submission requirements may be disqualified and may not be evaluated.
- 3.1.2. The university may conduct cost checks based on the cost submitted by each prospective supplier on the completed Pricing response.
 - A. Prospective suppliers submitting responsive proposals with a proposed cost that falls twenty-five percent (25%) or more from the average submitted cost may be asked to justify their submitted cost.
 - B. Should the university request clarification and/or additional information regarding cost, prospective suppliers shall provide clarification and/or additional information as specified by the request.
- 3.1.3. A university appointed evaluation committee will evaluate and score qualifying Technical Proposals.
 - A. Evaluation will be based on the prospective supplier's response to the Information for Evaluation section included in the Technical Proposal Packet. See Table C for the scoring scale.
 - B. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 - C. After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
 - D. After the committee discusses their individual scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
 - E. The final individual scores of the evaluators will be recorded on the Overall Score Sheets and averaged to determine the consensus score for each proposal.
 - F. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the prospective supplier is reliable and capable of fully performing the required scope of work.
5	The response provides metrics suggesting that the prospective supplier's level of performance may be acceptable, but it does not clearly establish that the prospective supplier is reliable and capable of fully performing the required scope of work.
0	The response provides metrics clearly establishing that the prospective supplier is unreliable and incapable of fully performing the required scope of work.

Table C

3.2 Technical Proposal Score

- 3.2.1. The university uses blind scoring for Request for Qualifications. This practice reduces the risk of an unintentional bias swaying the RFQ results and subsequent supplier selection. It is particularly important if there's an incumbent or preferred vendor prior to solicitation issuance.
- 3.2.2. The Information for Evaluation section has been divided into four sections. Each subsection has a maximum point value of ten (10), and is weighted according to its significance as determined by the university. See Table D for each subsection's total point value; listed as the Maximum Raw Score Possible.
- A. Experience
 - i. The Experience subsection included in the *Technical Proposal Packet* allows prospective respondents to differentiate themselves based on their experience, technical capability, and understanding of the university's specific needs.
 - ii. Prospective respondents should identify expertise in the form of a claim and provide relevant experience to support each claim.
 - iii. Prospective respondents should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.
 - B. Solution
 - i. The Solution subsection included in the *Technical Proposal Packet* allows prospective respondents to differentiate themselves based on their proposed solution and/or approach to solve the university's specific needs.
 - ii. Prospective respondents should provide a high-level overview of the prospective respondent's proposed solution and/or approach to services using the requirements outlined in the solicitation.
 - iii. Proposed solutions should be non-technical and include the prospective respondent's recommendations for meeting the objectives and requirements of the solicitation.
 - iv. Additional service options and recommendations above and beyond those included in the proposed solution should be included in the Recommended Options Form.
 - C. Risk
 - i. The Risk subsection included in the *Technical Proposal Packet* allows prospective respondents to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the prospective respondent's delivery of the solution as offered in the proposal or otherwise fail to meet the university's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
 - a. Prospective respondents should include sources, causes, or actions that are both within and beyond the control of the prospective respondents that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction with the university.
 - b. Risks should be described in simple, clear, and non-technical terms.
 - c. Prospective respondents should explain how the prospective respondents will mitigate, manage, and/or minimize each risk listed.
 - d. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the

prospective respondent's performance in terms of time, cost, and client satisfaction.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	MAXIMUM WEIGHTED SCORE POSSIBLE
Experience, Background, and Qualifications	120	25	175
Availability	20	25	175
Duties & Responsibilities	40	25	175
Documentation	50	25	175
Total Technical Score	230	100%	700

Table D

The supplier's weighted score for each subsection will be determined using the following formula:

$$(A/B) * C = D$$

A = Actual Raw Points received for subsection in evaluation
 B = Maximum Raw Points possible for subsection
 C = Maximum Weighted Score possible for subsection
 D = Weighted Score received for subsection

- 3.2.3. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- 3.2.4. Responses that do not receive a minimum total weighted technical score of **300** may not move forward in the solicitation process.
- 3.2.5. Pricing for proposals that do not move forward shall not be scored.

3.3 Cost Score

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the lowest price, as shown on the Official Solicitation Price Sheet. (See Grand Total Score for maximum points possible on the Financial Proposal.)

The number of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B) * C = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.4 Grand Total Score

The Technical Score and Presentation Score will be added together to determine the Grand Total Score for the supplier. The supplier with the highest Grand Total Score will be selected as the apparent successful supplier. Based on the ranking of the proposals, the university may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible to being selected for award. (See Award Process.)

	MAXIMUM POINTS POSSIBLE
Technical Proposal - Information for Evaluation	700
Cost	300
Maximum Possible Grand Total Score	1,000

Table E

3.5 Discussions

- 3.5.1. The university will move forward into discussions with the responsible prospective supplier(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- 3.5.2. Discussions may be conducted with the highest-ranking prospective suppliers based on the grand total score for each proposal or with multiple prospective suppliers reasonably susceptible to being awarded a contract.
- 3.5.3. Should the university choose to engage in discussions with the highest-ranking prospective suppliers, the prospective suppliers invited to participate in discussions **shall** provide all documents required during discussions.
 - A. Should the university determine, through the discussion process, that the prospective supplier's solution, approach, timelines, deliverables, expectations of the university, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, the university may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- 3.5.4. Should the university choose to engage in discussions with multiple prospective suppliers contemporaneously, each prospective supplier invited to participate in discussions **shall** provide all documents required during discussions.
 - A. Should a prospective supplier not provide the required documents within the timeframes requested by the university or choose not to engage in the discussion process, the prospective supplier's proposal will be considered withdrawn and will not be subject to further consideration in the solicitation process.
- 3.5.5. If discussions necessitate material revisions of proposals, each responsible prospective supplier reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- 3.5.6. During the discussion kick-off meeting, the prospective supplier shall provide the following documents to the university:
 - A. A detailed scope of work clearly identifying the prospective supplier's understanding, implementation, and performance of services required in this solicitation, including all activities required by the supplier and all activities expected by the university.
 - B. A risk management plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the risk plan submitted in the prospective supplier's Technical Proposal Packet
 - C. A proposed financial summary, including
 - 1. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
 - 2. A proposed payment schedule.
 - D. Proposed project management and reporting templates.

- 3.5.7. During the discussion's kick-off meeting, the prospective supplier shall address questions and/or concerns the university may have to the satisfaction of the university.
- 3.5.8. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and the university has provided final approval.
 - A. The prospective supplier shall attend follow up meetings as determined necessary by the university. Reasonable efforts will be made to accommodate scheduling conflicts.
- 3.5.9. During discussions, the prospective supplier shall present a final draft of the discussion documents to the university, including, at minimum:
 - A. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by the university and the prospective supplier.
 - B. A detailed scope of work clearly identifying the prospective supplier's implementation and performance of services required in this solicitation, including all provisions negotiated and agreed upon by the university and the prospective supplier since the discussions kick-off meeting.
 - C. Description of deliverables in terms of simplified metrics.
 - D. The Risk Management Plan.
 - E. Project management and reporting templates.
 - F. Financial summary, including:
 - 1. The completed Pricing Response submitted with the prospective supplier's Technical Proposal Packet.
 - 2. A list of agreed upon and accepted recommended options (with impact to price).
 - 3. A payment schedule.
 - 4. Contact information for the prospective supplier's key personnel.
- 3.5.10. During discussions, the prospective supplier shall present the final drafts of the items and shall summarize the coordination and planning completed during the discussion process.
- 3.5.11. Once approved by the university, final drafted documents will become part of the resulting contract.
- 3.5.12. The prospective supplier may determine which key personnel will attend the discussion meetings.

3.6 Anticipation to Award

- 3.6.1. Once an anticipated supplier has been determined, the anticipated award will be posted to the university bid website.
- 3.6.2. It is the responsibility of prospective suppliers to check the bid website for the posting of an anticipated award.
- 3.6.3. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- 3.6.4. A contract resulting from this solicitation may be subject to review and approval processes prior to award, which may include Legislative review.

3.7 Prospective Supplier's Acceptance of Evaluation Technique

The submission of a Technical Proposal Packet signifies the prospective supplier's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

Section 4 - General Terms and Conditions

Do not provide responses to items in this section unless specifically and expressly required.

4.1. Acceptance of Requirements

- 4.1.1. A prospective respondent's past performance with the state, system, or university may be used to determine if the prospective respondent is responsible. (Arkansas Code Annotated Rule R8:19-11-229).
 - A. Proposals submitted by prospective respondents determined to be non-responsible will be rejected.
- 4.1.2. A single prospective supplier must be identified as the prime contractor.
 - A. The prime contractor shall be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents of the state for the performance thereof.
- 4.1.3. By submission of a proposal, the prospective respondent represents and warrants:
 - A. The prices in the proposal have been arrived at independently, without any collusion with another competing prospective respondent.
 - 1. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated §§ 19-11-240 and 19-11-245).
 - B. That the prospective respondent has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the prospective supplier for the purpose of securing business.
- 4.1.4. The prospective respondent should not discuss the solicitation or proposal response, issue statements, or comments, or provide interviews to public media during the solicitation and award process.
- 4.1.5. Goods, qualifications, and services must meet or exceed the required specifications as set forth in the solicitation.
- 4.1.6. The university will not pay costs incurred in the preparation of the proposal.

4.2. Delivery and Shipping of Goods [Delete this section if the solicitation is not for a good or commodity]

- 4.2.1. The university requests delivery within the indicated time frame after the submission of an order. If this delivery schedule cannot be met, the supplier must state the number of days required to place the commodity in the proposal. Failure to communicate the delivery time obligates the bidder to complete the delivery by the requested date.
- 4.2.2. The supplier shall give the university immediate notice of any anticipated delays or delays caused by force majeure. See our Standard Terms and Conditions for the force majeure clause. Extended delivery dates may be considered when in the university's best interest.
- 4.2.3. All deliveries must be made during regular state work hours (8 AM - 4 PM), within the agreed-upon number of days unless otherwise arranged and coordinated with the university, and delivered to the FOB destination below:

FOB DESTINATION

University of Arkansas at Little Rock
ATTN:
2801 S. University Ave
Little Rock, AR 72204

- 4.2.4. Loss or damage that occurs during shipping or at any point before the university receives the order is the supplier's responsibility. All orders should be properly packaged to prevent damage during shipping.

4.3. Payment and Invoice Provisions

- 4.3.1. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
University of Arkansas at Little Rock ATTN: Accounts Payable 2801 South University Ave Little Rock, Arkansas 72204	ACCOUNTSPAYABLE@UALR.EDU

- 4.3.2. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- 4.3.3. UA Little Rock may not be invoiced in advance of delivery and acceptance of any equipment, service, or commodity.
- 4.3.4. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- 4.3.5. Suppliers shall provide an itemized invoice for all charges.
- 4.3.6. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.

4.4. Internship Program

- 4.4.1. UA Little Rock is expanding its student internship program. All proposers are encouraged to utilize UA Little Rock student(s) in an internship capacity under any resulting contract for the items required under this solicitation. The internship shall be intended to serve as a relevant and meaningful educational enrichment opportunity and may be paid or unpaid depending on the employment relationship. To identify students interested and qualified for internships, opportunities will be posted in Handshake, an online job search platform. For additional information regarding participating in the internship program, please contact the Director of Distributed Learning and Career Center at 501-916-3584 or email careers@ualr.edu.

4.5. University On-Site Regulations

- 4.5.1. UA Little Rock is a 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 or vape pens, 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 Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- 4.5.2. The policies of UA Little Rock, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any UA Little Rock employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of UA Little Rock. Vendors and contractors are required to exercise control over their employees, agents and

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subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractor, agents, employees or subcontractors may be immediately removed from the project site and from UA Little Rock premises.