Request for Qualification (RFQ)

RFQ R498090
Re-Issue of RFQ R495668

University of Arkansas
Executive Education Hotel
And Conference Center

PROPOSAL RELEASE DATE: April 4, 2013
PROPOSAL DUE DATE: April 29, 2013
PROPOSAL DUE TIME: 2:30 P.M. CST

SUBMIT ALL PROPOSALS TO: University of Arkansas
Ms. Linda Fast, APO, CPPO, CPPB
Manager of Procurement Services
Purchasing Dept. Bid #__________
1125 West Maple
Administration Bldg., Room 321
Fayetteville, AR 72701
P 479-575-6513 / F 479-575-4158
lfast@uark.edu

Signature Required For Response
If we receive the University’s purchase order, we agree to furnish the items and/or services listed hereon at the prices and/or under the conditions indicated in the RFQ.

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<th>VENDOR NAME</th>
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AUTHORIZED SIGNATURE
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TYPED/PRINTED NAME OF SIGNOR TITLE
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TELEPHONE AND E-MAIL INFORMATION
1. INTRODUCTION

1.1 DESCRIPTION OF RFQ

You are invited to submit a response regarding the attached Request for Qualification for a University of Arkansas Executive Education Center. Responses are to be signed and submitted to the address of record no later than 2:30 p.m. on Monday, April 29, 2013.

1.2 OVERVIEW

The University of Arkansas Fayetteville, in accordance with the policies of the Board of Trustees, is soliciting responses from qualified private developer/operators for funding and operating an executive education based hotel and conference center on the University of Arkansas Campus. Respondents should have a proven record of accomplishment and experience in the development and operation of full service hotels and conference centers on university campuses.

The selection will be a two-part process:

**Part One: Qualifications.** Respondents will submit qualifications for review by a selection committee.

**Part Two: Proposals.** The top candidates identified by the selection committee will be asked to submit full written proposals based on a detailed Request for Proposal that will be developed after and informed by the RFQ process.

1.3 ISSUING AGENCY

This Request for Proposal (RFQ) is issued by the Office of Business Affairs, University of Arkansas, Fayetteville, on behalf of the University of Arkansas. The University Purchasing Official is the sole point of contact for the University of Arkansas, Fayetteville. Vendor questions regarding all RFQ matters should be addressed via email to Ms. Linda Fast, APO, CPPO, CPPB, in the Procurement division of the Office of Business Affairs at lfast@uark.edu

Any responses that create an amendment to this RFQ will be issued in writing and posted on the university’s procurement website under the bid number. A Link to the web site is noted here for your convenience: [http://hogbid.uark.edu/index.php](http://hogbid.uark.edu/index.php)

Only official University of Arkansas responses, which are made by formal written addenda, shall be binding. Verbal and other written interpretations or clarifications shall be without legal effect.
1.4 **TIMETABLE OF ACTIVITIES**

- RFQ released to prospective respondents: April 4, 2013
- Proposal submission deadline: April 29, 2013, 2:30 p.m., CST

All respondents will be notified of the results by EMAIL, so please provide accurate contact information.

1.5 **INTENT**

The University of Arkansas is considering the development of an on-campus hotel and conference center to expand executive education functions and to provide a needed venue for university-sponsored workshops and conferences that require overnight housing, food service, and meeting space. The university is interested in a long-term business relationship with a private developer/operator who would be responsible for funding and operating the project. A demand analysis has been completed by PKF Hospitality Research (PKF-HR), which recommends a 125- to 150-bed hotel with associated conference space and food service. *The program of spaces included in the study should be considered to be the space program for the purpose of responding to this request.* A copy of the PKF-HR report is attached.

The University of Arkansas expects that the center will primarily serve executive education functions, conferences, workshops, and meetings of university-affiliated organizations. University business, therefore, would receive priority booking. In addition, the center will extend retail opportunities to campus visitors, including those attending Razorback athletic events, class reunions, orientation, performances, and other university-related activities. Additional retail business is expected in order to provide access to the campus and make the project as economically viable as possible.

The proposed site is located in the McIlroy Hill district of campus, adjacent to the Donald W. Reynolds Center for Enterprise Development, the Business Building, and Willard J. Walker Hall—the primary buildings associated with the Sam M. Walton College of Business. There are certain advantages to this placement, including sharing space with these existing facilities. The university will provide a ground lease for the recommended site, the terms of which will be negotiable.

Respondents need to be aware of campus design and planning perspectives for this particular site. The center’s prominent location within the district and its proximity to the Historic Core of campus will need to be taken into consideration in developing this project.

Master planning considerations include:

- The placement, alignment, and massing of this site were planned when Walker Hall and the Hunt Center were designed. The building is one piece of this ensemble at the edge of McIlroy Hill and has two critical master plan alignments (red hatching on attached plan) that will allow it to complete the hillside edge...
and frame Walker Hall—the Walton College of Business’s premier academic building.

- The building height should align with Walker Hall and the Hunt Center—meaning it would be four stories at the higher part of the site, with an additional lower level tucked into the hillside.
- If additional square footage is needed over and above the existing massing proposal the UA will work with respondents to provide this square footage within the framework of the campus master plan.
- The site is served by the university central utilities. An underground utility tunnel is stubbed out to the north edge of the site.
- The hilltop open space east of the master plan alignment is part of the university’s greenbelt called Oak Ridge, which wraps three sides of McIlroy Hill. Any part of the structure built here should be low, integrated into the wooded setting, and take advantage of the views to north, east, and south.
- The architecture of the new building should work with the style, composition, and materials of the neighboring buildings, which are award winning, contemporary designs.
- The prominence of the building site requires a high level of quality in building design, materials, construction, and landscape.
- As with all campus buildings, and particularly because this site is so visible, no exposed mechanical units will be allowed on the roof.

Harmon Avenue Garage, located just east of the site, will serve the Executive Education Center. The garage has a total capacity of 2149 cars, with entrances and exits on Harmon Avenue, Duncan Avenue, and William Street. Parking for the center would be provided in this garage at a negotiated and competitive cost.

Developer/Operators and their team will work with a university building committee and Facilities Management to advance overall site and campus master planning principles, as well as sustainability initiatives. The University must approve the proposed architect and General Contractor. The project should meet university standards, and be fully commissioned and constructed to the minimum equivalent of LEED Silver or Green Globes Two Globes. For general campus planning and standards information, visit [http://planning.uark.edu](http://planning.uark.edu)

1.5.1 Respondents must address each of the requirements of this request. Vendor’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the vendor’s response. Failure to respond in this format may result in bid disqualification.

1.5.2 Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFQ must be clearly noted by reference to the page number, section, or other identifying reference in this RFQ. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFQ.
1.5.3 Respondents **MUST** submit one (1) original signed and ten (10) copies of their bid. One (1) complete copy of referenced or otherwise appropriate descriptive literature must accompany each submitted bid. In addition, all bid documents **MUST** also be submitted on ten (10) CD-ROM discs (labeled with the respondent’s name and the Bid Number). The discs must be readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included on the CD-ROM or a pointer is provided for downloading it from the Internet.

1.5.4 **For a bid to be considered responsive, an official authorized to bind the respondent to a resultant contract, must have signed the original bid document in the blank provided on the bid cover sheet and returned the cover sheet as part of their bid response.**

1.5.5 All official documents and correspondence shall be included as part of the resultant contract.

1.5.6 Respondents may deliver their bids either by hand or sent to the Purchasing Division through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ name and number on any package delivered or sent and on any correspondence related to the Proposal. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, place, and office specified. The University of Arkansas assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. **Proposals received after the due date and time specified in the RFQ will not be considered. All Proposals received after the specified due date and time will be returned unopened.**

1.5.7 The University Purchasing Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFQ, if it is in the best interest of the University to do so. Bids will be rejected for one or more reasons not limited to the following:

1. Failure of the vendor to submit the bid(s) and bid copies as required in this RFQ on or before the deadline established by the issuing agency.
2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to provide the bid security or performance security if required.
4. Failure to supply vendor references if required.
5. Failure to sign an Official Bid Document if required.
6. Failure to complete the Official Bid Price Sheet if required.
7. Any wording by the respondent in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFQ.
1.6 **Conditions and Terms of Bid**

If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this RFQ, the bidder's responses and Arkansas State law.

1.7 **Type of Contract**

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

A. Accept a submission as written by issuing a written notice to the selected vendor, which refers to the RFQ and accept the qualifications submitted in response to it.

B. Enter negotiations with the firm(s) in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this RFQ, 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 RFQ will be incorporated into the final contract documents.

1.8 **Intentionally Left Blank**

1.9 **Proprietary Information**

Proprietary information submitted in response to this RFQ will be processed in accordance with applicable university procurement procedures. Documents pertaining to the RFQ become the property of the University of Arkansas and shall be open to public inspection subsequent to opening. Any proprietary information must be identified and sealed separately within the qualifications or proposal and included with the original and any required copies.

Note of caution: Do not attempt to mark the entire submittal as proprietary. Do not submit letterhead or similarly customized paper to reference specific page(s) within the submittal as confidential. All proprietary information must be sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials.

1.10 **Reservation**

This RFQ does not commit the University to award a contract, to pay costs incurred in the preparation of a bid in response to this request (including expenses related to visiting the campus or providing on-campus presentations), or to procure or contract for services or supplies.
1.12 DISCLOSURE

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made.

Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the bidder’s business, the bidder must state so in writing.

1.13 ADDENDA

In the event it becomes necessary to revise any part of this RFQ, an Amendment to this RFQ will be provided by the University of Arkansas to each potential Respondent who received the original RFQ. Respondents shall not rely on any other interpretations, changes, or corrections. Updates and addenda to this RFQ will be available on the Hogbid web site: http://hogbid.uark.edu.

1.14 PROPOSAL MODIFICATION

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

1.15 PRIME CONTRACTOR RESPONSIBILITY

Single and joint vendor bids and multiple bids by vendors are acceptable. However, the selected bidder(s) will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the award of this RFQ.

1.16 PERIOD OF FIRM PROPOSAL

Prices for the proposed service must be kept firm for at least 120 days after the Proposal Due Date as specified on the cover sheet of this RFQ. Firm Proposals for
periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for 120 days or until written notice to the contrary is received from the Respondent, whichever is longer.

1.17 RESPONDENT’S RESPONSIBILITY TO READ RFQ

It is the Respondent's responsibility to thoroughly examine and read the entire RFQ document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

1.18 ERRORS AND OMISSIONS

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

1.19 RFQ INTERPRETATION

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

1.20 CONTRACT INFORMATION

Respondents should note the following regarding the University's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of bid.

1.20.1 THE STATE OF ARKANSAS MAY NOT CONTRACT WITH ANOTHER PARTY

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for liability and damages. Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful
party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against 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; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum.

3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To conduct litigation in a place other than Washington County, Arkansas.
6. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

1.20.2 A PARTY WISHING TO CONTRACT WITH THE UNIVERSITY OF ARKANSAS SHOULD:

1. Remove any language from its contract which grants to it any remedies other than:
   • The right to possession.
   • The right to accrued payments.
   • The right to expenses of deinstallation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Office.

1.21 CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.22 AWARD RESPONSIBILITY

The University Purchasing Office will be responsible for award and administration of any resulting contract(s).
1.23 PUBLICITY

News release(s) by a vendor pertaining to this RFQ or any portion of the project shall not be made without prior written approval by the University Purchasing Office. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's bid. The University Purchasing Office will not initiate any publicity relating to this procurement action before the contract award is completed.

1.24 VENDOR REFERENCES

The University requires assurance that products or services function properly. The University Purchasing Office reserves the right to request or obtain additional information. See Appendix I for format.

1.25 INTENTIONALLY LEFT BLANK

1.26 CONFIDENTIALITY

From the date of issuance of the RFQ until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University of Arkansas. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFQ becomes the property of the University of Arkansas.

1.27 PRICING

If relevant, Respondents must provide detailed/itemized pricing for each individual component, and/or the overall program of services proposed, as listed on the Official Bid Price Sheet provided within this RFQ document (see Appendix II). If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. Pricing must be valid for 120 days following the bid response due date and time.

The University will not be obligated to pay any costs not identified on the Official Price Sheet. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.
2 PROPOSAL EVALUATION PROCEDURE AND CRITERIA

2.1 ACCEPTANCE OF PROPOSAL

The University of Arkansas reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the University of Arkansas.

2.2 RESPONDENT QUALIFICATIONS

The Respondent must demonstrate that it has the operational experience, financial resources and personnel necessary to successfully provide the services specified in this RFQ. A Respondent must be financially solvent.

2.3 RESPONDENT PRESENTATIONS

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

2.4 EVALUATION OF PROPOSALS

An evaluation team will evaluate all Proposals and may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, reputation, and financial standing of each respondent. The inability of any respondent to meet the requirements mentioned above may be cause for rejection of proposal.

The University of Arkansas intends to award the Contract(s) to the responsible Respondent(s) whose proposal is determined to be the most advantageous to the University of Arkansas, taking into consideration price and other evaluation factors as set forth in this RFQ. The University of Arkansas reserves the right to waive specific requirements defined in this document.

The University of Arkansas reserves the right to reject any and all proposals, wholly or in part, and to make an award, which, in the opinion of The University of Arkansas is in its best interests. Responses will be evaluated using the following criteria, but do not herein limit the methods or factors to be used to those listed.

SELECTION CRITERIA

Statements of Qualification will be reviewed by a selection committee using the following criteria and point system. The qualifications should demonstrate:

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<td>Capability to perform the development and operational functions required,</td>
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including demonstrated capability to provide or arrange for funding for the project.

| Qualifications and experience of the team members proposed to manage the operations. | 15 |
| Experience in operating such a project with institutions of higher education. | 10 |
| Experience in hotel management. | 10 |
| Experience in conference center management. | 10 |
| Food service and catering experience. | 15 |
| Quality references from past customers. | 10 |
| Overall capability/feasibility of the team to fulfill its commitment. | 15 |
| Experience in managing residential conference centers that have a hotel of at least 100 rooms and conference space of at least 15,000 square feet. | 10 |
| Experience in diversification in the team’s principals, sub-contractors, and employees with respect to minorities and women | 10 |

**Total Possible Points 120**

The top candidates (up to five) identified by the selection committee will receive invitations for an interview. The top two to three firms selected after interview will be asked to submit full written proposals in response to a Request for Proposal document to be issued by the University.

### 3.0 AWARD OF CONTRACT

The University of Arkansas may award multiple Contracts to the Respondents who have, in the opinion of The University of Arkansas, best demonstrated suitability and qualification for the services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of The University of Arkansas.

Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by The University of Arkansas (for whatever reasons), The University of Arkansas may reconsider the Proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 120 days after the due date and time for submission of Proposals. The respondent and University agree that time is of the essence in all respects concerning the award of contract and performance hereunder.

### 4.0 COMPANY OVERVIEW

The supplier shall provide a general overview of the company including the following information:

- Foundation date
- Description of core activities
- Major company locations
5.0 BEST AND FINAL OFFER

The University of Arkansas reserves the right to request a Best and Final Offer from finalist Respondents, if it deems such an approach necessary. In general, the Best and Final Offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the University of Arkansas chooses to invoke this option, responses would be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

6.0 SCOPE OF SERVICES REQUESTED

The university is requesting a statement of qualifications (SOQs) from entities that wish to develop and operate the hotel, food service, and conference center at the proposed site. The university is most interested in responses from teams that have a proven record of accomplishment and experience in the development and operation of full service hotels and conference centers on university campuses. While an architect and construction manager/general contractor will ultimately be required for the project, the identification and inclusion of design and construction firms are not required at this phase of the project. See the university’s McIlroy Hill Master Plan and the accompanying view later in this document.

Potential respondents should be aware that the campus location would require a design that is appropriate for the site and its adjacent buildings. The character and quality of the new building are of significant interest to the university, and the university’s detailed design and construction review process will be applicable to the project.

The university recognizes that this relationship will be long-term in nature. The developer/operator is expected to have the capacity to fund or finance, or to be able to arrange funding or financing, for the project. The university prefers an arrangement in which it takes no financial risk and makes no guarantee of occupancy.

The university is interested in terms and conditions that maximize service and benefits to university programs and events, provide strong project development/management expertise, and include potential profit sharing. Discounts applicable to university functions will ultimately need to be defined.

Written responses should include:
1. A letter of introduction, indicating the members of the proposed development/operating team and their contact information, including email.

2. A description and rationale of your overall strategy in developing, financing and operating this project.

3. Identify all key members of the development/operations team and include a clear description of their roles and responsibilities for this project.

4. Define your financial capacity to develop this project.

5. Define your financial capacity to operate the project.

6. Provide a list of current projects and references in which the operation is managed by you.

7. Specific project experience of at least three projects of similar scope and complexity. Provide information about similar hotels and conference centers completed by the candidate team members. Include the following in a concise format:
   a. Project location and date of completion
   b. Description of project approach, process, and product
   c. Description of specific design challenges and responses
   d. Key team members
   e. Owner reference and contact information

8. Describe elements of the above projects/operations that are particularly relevant to this University of Arkansas project.

9. Would you affiliate this project with a national lodging brand? If so, which one and why? If not, provide details as to why this decision would be made.

10. Using the new (2012) AAA Diamond Rating Guidelines identify the highest possible diamond level that you propose this project achieves (hotel and restaurant).

11. Propose a lease term for this project and a concept for profit sharing after a reasonable initial lease term during which the developer has recouped the original investment.

12. Present a summary of your assessment of the economic viability of this project.

Written responses should also include:

13. Projects currently under contract with state agencies.

14. Statement of diversity in the workforce, if applicable.

15. Certificate of women-owned or minority-owned business, if applicable.

16. If an architect, landscape architect, engineer, or general contractor is included on the team, provide proof of licensure or eligibility as follows:

**Architects:** All firms shall be licensed, or eligible for licensure, in the State of Arkansas. Eligible firms not currently licensed must send a letter to the Arkansas State Board of Architects (501-682-3171/501-682-3172 fax) stating their intent to respond to an RFQ issued by the University of Arkansas. Please include project name, submittal date, and proof of valid NCARB certification in the letter. Consulting and joint venture firms are also required to be licensed by the Arkansas State Board of Architects.

**Landscape Architects:** All firms shall be licensed by the Arkansas State Board of Architects, Landscape Architects, and Interior Designers.
Engineers: All engineers shall hold individual licenses in the State of Arkansas, and all engineering firms shall hold a valid Certificate of Authorization (COA) issued by the Arkansas State Board of Licensure for Professional Engineers and Professional Surveyors.

General Contractors: Proof of licensure in the State of Arkansas and current maximum bonding capacity and rate.

7.0 IMPORTANT INFORMATION

Please note that the selection will be based on the expectation that there will be one primary consultant contact representing and communicating to the University on all appropriate risk management issues.

It is to be understood that the firm selected or a firm represented by an individual selected will be prohibited from participating directly or indirectly in competition to become an underwriter or provider of risk management programs for the University of Arkansas during the term of this agreement except as noted in Item 9 above.

Depending on qualifications submitted, selection may be a function of the qualifications of one (or more) key Account Representative(s). If for any reason that person(s) is no longer available to provide the services required the University reserves the right to cancel any agreement subsequent to this RFQ and issue another Request for Proposal. The University also reserves the right to change any and all Agent of Record designations for any reason whatsoever if deemed in the University’s best interest.

The University reserves the right to reject all proposals submitted for any reason whatsoever and waive technicalities, if deemed in the best interest of the University.
APPENDIX I: Bidder Information/Reference

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

1. Respondent Representative
   Contact Name
   Telephone
   Email Address
   Address

2. References of your current customer(s) as specified in Section 1.24 of this RFQ document:
   a. Company/Organization Name:
      Contact Name
      Telephone
      Email Address
      Address
   b. Company/Organization Name:
      Contact Name
      Telephone
      Email Address
      Address
   c. Company/Organization Name:
      Contact Name
      Telephone
      Email Address
      Address
Illegal Immigrant Statement

*Act 157 of 2007* of the Arkansas Regular Legislative Session requires that any contractor, business or individual, having a public contract with a state agency for professional services, technical and general services, or any category of construction, in which the total dollar value of the contract is $25,000 or greater must certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants.

For purposes of this requirement, “Illegal immigrants” means any person not a citizen of the United States who has:

(A) Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
(B) Legally entered but without the right to be employed in the United States; or
(C) Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company. If you have questions, call the UA Procurement Department at 479-575-2551.

Bidders shall certify online at [http://www.arkansas.gov/dfa/procurement/pro_immigrant.html](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)
Click on: “Procurement” on left-side information bar
Click on: Illegal Immigrant Reporting
Click on: “Vendor” Illegal Immigrant Contracting Disclosure Reporting Screen
Click on: “Vendor Submit Disclosure Form” to complete all fields required for the certification – then indicate below and sign this form to submit with your bid. ***NOTE*** Bid Number field is applicable if known.

REQUARED: Print Screenshot and include with your proposal and/or contract.

Thank you.

**Linda K. Fast**
Linda K. Fast, APO, CPPO, CPPB
Manager of Procurement Services
University of Arkansas

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**TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:**

Please check the appropriate statement below:

_____ We certified that we are not an illegal immigrant
or do not employ or contract with any illegal immigrants.

Date of certification: ______________________

_____ We cannot so certify at this time, and we understand that
a contract cannot be awarded until we have done so.

Reason for non-certification: ______________________

Name of Company: _______________________________________

Signature: ___________________________________________

Name & Title & Date: _______________________________________
Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, Request for Proposal or Qualification, 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 that 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, Fayetteville Procurement Department, will maintain a database of policies or written responses received from all bidders.

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

Please complete and return this form with your bid response.

Should you have any questions regarding this requirement, please contact this office by calling (479) 575-2551.

Sincerely,

Linda Fast
Linda Fast, APO, CPPO, CPPB
Manager of Procurement Services
University of Arkansas
Fayetteville, AR

To be completed by business or person submitting response: (check appropriate box)

_____ EO Policy Attached

_____ EO Policy previously submitted to UA Purchasing Department

_____ EO Policy is not available from business or person

Company Name
Or Individual: __________________________________________________________

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.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IS THIS FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods? ☐ Services? ☐ Both? ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAXPAYER ID NAME:</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>ADDRESS:</th>
</tr>
</thead>
</table>

| 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:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>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.]</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Assembly</td>
<td>☐ ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Constitutional Officer</td>
<td>☐ ☐</td>
<td></td>
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</tr>
<tr>
<td>State Board or Commission Member</td>
<td>☐ ☐</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>State Employee</td>
<td>☐ ☐</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

☐ None of the above applies

**For a Vendor (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.

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Assembly</td>
<td>☐ ☐</td>
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<td>State Employee</td>
<td>☐ ☐</td>
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<td></td>
</tr>
</tbody>
</table>

☐ None of the above applies
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__________________________ Contact Person________________  Phone No.___________

Contact or Grant No.__________