



University of Arkansas at Fort Smith
 5210 Grand Avenue
 Fort Smith, AR 72904

REQUEST FOR PROPOSAL AX-25-004
STUDENT COUNSELING CENTER

SOLICITATION INFORMATION			
Bid Number:	AX-25-004	Solicitation Issued:	March 25, 2025
Description:	Student Counseling Center		

SUBMISSION DEADLINE FOR RESPONSE			
Deadline:	April 25, 2025	Bid Opening Time:	2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals on or before the bid opening date and time. Proposals received after the designated deadline shall be considered late and shall be returned to the Vendor without further review.</p> <p>In the event that UAFS is closed for inclement weather, the bid opening shall be postponed until 2:00 p.m. the next fully open and operational workday.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>One (1) hard copy, one (1) digital copy, and one (1) digital redacted copy should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.</p> <p>See page 18, PROPRIETARY INFORMATION / OPEN RECORDS</p> <p>Shipping label or outer packaging should reference: AX-25-004 Student Counseling Center</p>

UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Lance Killough, Director Procurement & Contracts	Phone Number:	479-788-7041
Email Address:	lance.killough@uafs.edu	UAFS Website	https://uafs.edu

SECTION 1 INTRODUCTION

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 vendors to provide all necessary and qualified staff and supervision for management of an on-site Student Counseling Center for the benefit of eligible UAFS students.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

1.2 Purpose

This is a rebid of current services. Western Arkansas Counseling & Guidance Center has operated the Student Counseling Center on the UAFS campus since July 1, 2018. This contract has reached maturity and will expire on June 30, 2025.

The intent of this RFP is to allow all interested Vendors to provide enough information that will enable UAFS to determine which Vendor can provide the best overall value to the University.

This RFP incorporates a two-step selection process for award of the Student Counseling Center described herein. The University may select one or more Vendors deemed as finalists for inclusion in the second step based on the initial review and evaluation of the proposal responses.

In the second step of the process, the finalists shall be required to provide additional information. The request for additional information may include a response to questions for each Vendor selected in this second step, further pricing information, interviews, a best and final offer, and any other information deemed necessary by UAFS. Award will be made to the Vendor whose proposal conforms to this RFP and, in the sole judgement of the University, will be the most advantageous to UAFS.

By submitting responses, each Vendor certifies that the full knowledge of the scope and nature of the opportunity described in this RFP has been understood. Each Vendor also certifies that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Vendor.

1.3 Term of Contract

UAFS seeks to enter into a term contract beginning on July 1, 2025. The initial term shall be up to four (4) years, renewal upon mutual agreement not to exceed an aggregate total of seven (7) years. Any resulting contract of this RFP is subject to approval processes which includes legal review by UA General Counsel and the Arkansas Legislative Council.

1.4 Anticipated Calendar of Events

TASK	DATE
Release of Request for Proposal	March 25, 2025
Student Counseling Center Tour (Not Required)	Before April 11, 2025
Deadline for Written Questions by Vendors	April 11, 2025
Deadline for Written Responses to Vendors (issued by addendum)	April 16, 2025
Proposals Due from Vendors	April 25, 2025
Interviews from Selected Vendors	Week of April 28, 2025
Intent to Award	May 5, 2025
Contract Start Date	July 1, 2025

Should the time periods specified following the Proposals Due from Vendors date differ, UAFS will not be penalized. UAFS will make a good faith effort to follow the timeline above for evaluating, negotiating and issuing an award.

1.5 Institution Summary

The University of Arkansas at Fort Smith 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.

In the fall of 2015, UAFS offered its first graduate degree, a Master of Science in healthcare administration. In 2019, it launched its second graduate degree, a Master of Education with emphasis areas of English and curriculum and instruction.

The University of Arkansas at Fort Smith is a vibrant mid-sized public university dedicated to breaking the higher education mold by bringing truly transformative, hands-on experiences to every student. From high school seniors to senior professionals, first-generation students to "second chancers", our goal is to provide a high-quality, future-focused education that honors each student's unique, personal situations and goals. Our tiered approach to learning offers students access to more than 80 degree plans and programs including certificate, associate, bachelor's, and master's degrees. We seek to recruit and retain a diverse workforce as a reflection of our commitment to serve the diverse population of Arkansas, to maintain the excellence of the University, and to offer students richly varied disciplines and perspectives.

The UAFS campus is comprised of 77 buildings and facilities located on 170 beautifully manicured acres and crowned with the Donald W. Reynolds Campus Plaza, Tower, and Campus Green. Students who choose to live on campus may do so in one of two residence hall complexes, complete with a full-service dining center, or the on-campus apartment complex for married students and upper-class students. Campus involvement is

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encouraged by participation in more than 100 registered student organizations, which includes academic societies, a dynamic Greek life system, intramural sports, and cultural/special interest groups. The UAFS Lions compete in the NCAA Division II MIAA Athletic Conference in men's baseball, women's volleyball, and men's and women's basketball, golf, cross country, and tennis.

Enrollment:

- Fall 2020 –5,887
- Fall 2021 - 5,444
- Fall 2022 - 5,360
- Fall 2023 - 5,506
- Fall 2024 - 5,496

Location: Fort Smith, Arkansas

Website: <https://uafs.edu>

SECTION 2 REQUIRED SERVICES / SCOPE OF WORK

2.1 OBJECTIVE

The objective of this RFP is to select a single firm to provide the services as defined in this RFP.

The awarded Vendor shall provide counseling services to eligible UAFS students to further the equity of students and increase college and life success through better health care and self-care. The University seeks a Vendor with proven industry expertise, clear best practices, and one that will help support the core mission of UAFS.

Services provided are mostly for acute illness and convenient walk-in care.

2.2 COUNSELING CENTER BACKGROUND

The UAFS Counseling Center is committed to treating the psychiatric, behavioral and emotional needs of the University's students. The Counseling Center's health professionals understand that mental illness and disorders are real, and they are available to help students through those times.

UAFS students have access to professional mental health care currently located at the UAFS Counseling Center in the Flanders Building, Room 214. The Counseling Center supports the mission of the University by enabling students to maximize their educational experience through counseling and psychotherapy.

Since 2008, the on-campus provider of the UAFS Counseling Center has been the Western Arkansas Counseling & Guidance Center

2.3 ELIGIBLE STUDENTS

Eligible students are UAFS students in good standing in University credit courses, regardless of the number of hours enrolled. There will be a limit of eight (8) sessions per academic year for each student with exceptions as approved by the University's designee. 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, which must be presented upon each visit to the Counseling Center.

2.4 RESPONSIBILITIES OF VENDOR

The Vendor shall arrange for the provision of counseling services to Eligible Students at the on-site Counseling Center at no cost to the student.

The Vendor's personnel will schedule appointments for Clinic services during the hours of operation and will take walk-in patients when time is available.

The Vendor shall provide clinicians and support persons during regular hours (approximately 37.5 hours per week) Monday through Friday, 8:30 a.m. until 5:00 p.m. (closed 12 noon to 1:00 pm daily), excluding those days when the UAFS campus is closed. The center will not be open on those days the University campus is closed as identified in the attached Holiday Schedule (page 20).

If there is a growth in the eligible student population, UAFS reserves the option to expand the hours through negotiation with the selected Vendor.

On-call emergency services staff will be available twenty-four (24) hours per day seven (7) days per week to all Eligible Students of the University.

There will be a limit of eight (8) sessions per academic year for each Eligible Student with exceptions as approved by the UAFS designee. Students will incur fees for other services rendered by the Vendor, including, but not limited to, fees for psychological testing, medications, labs, and any costs associated with referrals to the main clinic or other providers.

There will be no policy for mandated counseling.

Psychiatric services and medications are not included in the resulting contract. Any need for medication shall be referred to a qualified physician.

Vendor will arrange for the provision of one full-time clinical person or the equivalent thereof and one full-time support person. Vendor will ensure that any professional providing services to Eligible Students at the Counseling Center has and maintains a current and valid license to practice his or her profession in the state of Arkansas. Health care providers must follow the requirements of the College of Health Sciences with proof of updated immunizations, TB skin test, and CPR certification.

Professional personnel staffing the Center shall maintain appropriate and legally required clinical records for each patient seen or treated at the Center. Vendor 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, Vendor 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.

Vendor will develop and implement written policies and procedures related to the operation of the Center, to include, without limitation, policies and procedures regarding Center services, patient consents, and medical record privacy and security. UAFS will notify Vendor of any requirements with regard to the Center's policies and procedures, and Vendor shall conform said policies and procedures to such requirements. Notwithstanding anything herein to the contrary, the Vendor and UAFS agree that no Counseling Center policies and procedures shall interfere, in any way, with the Counseling Center's physicians' relationships with Eligible Students.

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

Vendor shall provide services in accordance with applicable laws, regulations, and professional and ethical standards.

The Vendor and clinicians shall not serve as adjunct faculty at UAFS.

Vendor should consult with UAFS officials on student mental health issues and be willing to occasionally participate in UAFS related activities (e.g., serve on a wellness panel) within their working hours and with advance notice. Also, Vendor must be willing to meet with the Student Government Association at least once per year for a discussion about concerns and to discuss potential outreach programs for the student population.

Vendor must be open to offering an occasionally tele-health appointment, most notably during periods of bad weather. Tele-health cannot substitute for regular operations, and it cannot materially change the price.

Vendor must be willing to implement intentional group counseling (e.g., veterans, single parents), educational programming (such as coping skills and mindfulness, etc.), and involvement in the UAFS LINK Team (Case Management).

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The Vendor will not have to handle insurance.

From July 1, 2023, to June 30, 2024, there were 670 students seen at the Student Counseling Center with 927 total visits.

2.5 RESPONSIBILITIES OF CLIENT

UAFS, at its expense, will provide the Counseling Center space, furniture, and fixtures necessary for the proper operation of the Counseling Center, which are in compliance with all local, state, and federal regulatory requirements. Vendor 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 Counseling Center space is provided.

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

UAFS will retain ownership of the Center, including the Center 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 Vendor 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 Counseling Center.

2.6 PRE-PROPOSAL SITE VISIT

A pre-proposal site visit is not required. Vendors needing a clearer understanding of the Counseling Center and scope of work of the Request for Proposal are invited to call 479-788-7181 to arrange an appointment.

2.7 EQUIPMENT

Vendor agrees to obtain and maintain all medical and office equipment, including computer equipment, necessary for the operation of the Center.

2.8 VENDOR'S EMPLOYEES

All employees must have proper identification, reflecting both the name of the Vendor 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, including e-cigarettes and vaping, is prohibited anywhere on University property and employees must abide by the University's tobacco-free policy. The Vendor's assigned personnel will need to maintain a very close working relationship with UAFS. Vendor's employees will be considered contingent workers in our ERP system and eligible for a campus ID card and university parking permit. There is currently no fee for employees to park on campus, but that is subject to change.

2.9 METHOD OF PAYMENT

The Vendor shall invoice UAFS at the end of the month for the contracted service fees.

2.10 IRS REVENUE PROCEDURE REQUIREMENT

Vendor 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. Vendor 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 Client. The purpose of this paragraph is compliance with Section 5.06 of Internal Revenue Service Procedure 2017-13.

SECTION 3 PROPOSAL RESPONSE

3.1 QUALIFICATIONS

As part of the proposal response, UAFS is requesting qualifications and experience from Vendors with an established history of providing high quality and cost-effective methods to manage, operate, and provide the services. Demonstrated higher education experience is preferred, and if possible, responses should be structured to highlight experience, clients and/or examples within the higher education sector.

3.2 STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO PROVIDE THE SERVICES

- A. Provide a brief history of the firm responding including when the firm was established, type of ownership and office locations. If more than one office is listed, indicate the office that will manage the services for the University. If the firm has changed name or ownership within the last five (5) years, indicate the former name.
- B. Identify a single point-of-contact who will negotiate for the firm and will be assigned to provide clarifications, proposals or other information necessary during review of the RFP and subsequent processes.
- C. Describe the Company's experience as managers and consultants of mental health services within colleges and universities.
- D. Provide a list of all current contracts your company has for mental 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 mental health center you have implemented, number of students served, and cost of services for the most recent year of completed business (fiscal year).
- E. Include a resume of the proposed personnel hired to work in the Student Counseling Center.
- F. Include a resume and background of the person who will supervise the work of the personnel in the Student Counseling Center and how your company will ensure the best performance.
- G. Include a table of company organization and a plan for the management, supervision, and staffing proposed under this contract.

- H. Provide a statement of interest, including a narrative describing the responding firm's unique qualifications as they pertain to the services required. This shall also include information about your processes and procedures to manage each of these areas.

3.3 TRANSITION PLAN

Vendor shall provide sufficient information to fully describe your company's plan to transition all aspects from the current provider to be fully operational on July 1, 2025.

- A. Provide details around the transition of services and include the following at a minimum:
- Timelines, milestones and key activities
 - Communication, governance, and overall leadership
 - Associate onboarding and recruiting (including reporting structure of front-line associates and how any subcontractors would work)
 - Training and safety plans
 - Additional resources that will be utilized
- B. Provide a listing of the top five (5) challenges anticipated during the transition and how your firm plans to mitigate the challenges.

3.4 START-UP COSTS

Vendor shall provide information regarding any start-up costs and how these will be reflected in the proposed annual lump sum amounts of Years 1 – 7.

3.5 OTHER CONTRIBUTIONS

Vendor may also include information on any potential monetary, in-kind contributions, or capital investments available to UAFS if awarded.

3.6 INSURANCE

The Vendor shall provide at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the services identified in this RFP.

- 1) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- 2) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- 3) Property Damage Liability Insurance in the amount of \$1,000,000.
- 4) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of University of Arkansas at Fort Smith, the Vendor shall obtain and deliver certificates evidencing such insurance from its insurers. The Vendor shall hold the University of Arkansas at Fort Smith harmless from claims which may arise in connection with the operation of the Student Counseling Center facilities specified herein and performance of any service under this contract or injuries or death caused by Vendor's vehicles on

the University premises, except for claims caused by University of Arkansas at Fort Smith or any of its employees, agents or representatives, for which University of Arkansas at Fort Smith shall save the Vendor harmless.

The Vendor's insurance policies shall name University of Arkansas at Fort Smith as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured and shall contain covenants requiring thirty (30) days written notice to University of Arkansas at Fort Smith before cancellation, reduction, or other modification of such coverage. These policies shall be primary and noncontributing with any insurance carried by University of Arkansas at Fort Smith and shall contain a severability of interest clause with respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

3.7 COMPANY REFERENCES

Vendors shall provide three (3) references, preferably from institutions of higher education in which similar services and scope are provided. Each reference shall include the following information at a minimum:

- Company name
- Contact person name and title
- Contact phone number and email address
- General description of the scope and services provided
- Terms of contract, to include start and end of initial term and if any extensions/renewals

OFFICIAL LUMP SUM BID PRICE SHEET

BID NAME: Student Counseling Center

BID NUMBER: AX-25-004

BID DUE DATE/TIME: April 25, 2025, 2:00 p.m. CST

TOTAL Service Fees to be charged to Client *per month* based on hours of operation below:

\$ _____

The Vendor shall provide clinicians and support persons during regular hours (approximately 37.5 hours per week) Monday through Friday, 8:30 a.m. until 5:00 p.m. (closed 12 noon to 1:00 pm daily), excluding those days when the UAFS campus is closed. The Center will not be open on those days the University campus is closed as identified in the attached Holiday Schedule (page 20).

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)

Company Name _____

Print Name and Title _____

Signature of Authorized Person _____

SECTION 4 INSTRUCTIONS FOR VENDORS

4.1 GENERAL INFORMATION

Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 days from the date of submission and may be subject to further extensions as negotiated. This RFP contains specific requests for information. Vendors are encouraged to examine all sections of this RFP carefully. Vendors are encouraged to provide any additional information they believe relevant.

4.2 SUBMISSION INSTRUCTIONS

To be considered, proposals must be received no later than **2:00 p.m. CST on April 25, 2025.**

One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.

4.3 INQUIRIES AND INTERPRETATIONS

The contract administrator and liaison for all matters concerning this contract is Lance Killough, Director of Procurement & Contracts Manager. Inquiries related to the RFP should be directed to the attention of Lance Killough via email at lance.killough@uafs.edu by the date established in the Anticipated RFP Timetable. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an addendum if such information modifies these specifications or is deemed to be necessary for responding to this RFP.

4.4 ACKNOWLEDGEMENT OF ADDENDA

Bidders are responsible for checking the UAFS Procurement website for addenda and acknowledge any addenda in their proposal. Every effort will be made to email any addenda to individual proposers who have specifically expressed interest in this RFP to lance.killough@uafs.edu, but ultimately this is the responsibility of each bidder.

4.5 EVALUATION CRITERIA

The selection of a service provider under this contract shall be based on the University's assessment of the ability of the Vendor to provide the services enumerated in this RFP and the costs associated with providing these services. 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.

The following point scale shall be followed in evaluating proposals:

a) Experience & Management (30 Points)

- 1) Describe the Company's experience as managers and consultants of mental health services within colleges and universities.
- 2) Provide a list of all current contracts your company has for mental 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 mental health center 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 Student Counseling Center.
 - 4) Include a resume and background of the person who will supervise the work of the personnel in the Student Counseling Center 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 Center? 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 mental health care. Give examples of similar centers. 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 counseling center 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 Student Counseling Center.

d) Price Proposal (30 Points)

- 1) This should be the Service Fee charged for each month of the Counseling Center's operation.
- 2) This Service Fee will be for comparison purposes and for assigning cost points.
- 3) 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:
 $(a/b)c = d$
 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 Vendor 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 Vendor. Proposals that are substantially incomplete or lack key information will be rejected. The University reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary.

4.6 ORAL PRESENTATION / DEMONSTRATIONS

The University reserves the right to require selected bidders to make a formal online presentation to an evaluation committee. Presentations will be limited to no more than one hour.

4.7 FINANCIAL CONSIDERATION PROPOSAL SCORE

All charges associated with the work to be performed shall be included on the price proposal and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Bidder's price proposal. Any cost not identified by the Vendor on the price proposal, but subsequently incurred, will be borne by the Vendor.

4.8 PROPOSAL CHECKLIST

This standardized checklist has been provided to assist the Vendor with the submission of their proposal package. This checklist cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Proposal document to ensure that they will be compliant.

Submittals shall include:

- 1) One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive
- 2) Introductory letter
- 3) Proposal detailing ability and experience related to Required Services / Scope of Work
- 4) Describe services of similar nature and scope in an educational environment comparable to UAFS
- 5) Current contracts with state agencies or educational facilities
- 6) A minimum of three (3) references, preferably from institutions of higher education in which similar services and scope are provided
- 7) Sample contract or copy of past agreement (preferably with Arkansas higher education)
- 8) Details of Vendor's proposed pricing and cost methodologies
- 9) Official Lump Sum Price Sheet
- 10) Bid Signature Page Certifications

- 11) Proof of current professional liability insurance coverage
- 12) Any exceptions to the proposal, including any exceptions to State or Contract Requirements
- 13) Copy of EO Policy
- 14) Contract and Grant Disclosure and Certification Form

4.9 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the Vendor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

4.10 MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UAFS shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general Contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

A. Minority-Owned Business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:

- African American
- Hispanic American
- American Indian
- Pacific Islander American
- Asian American
- A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs

B. Women-Owned Business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.

SECTION 5 CONTRACT REQUIREMENTS

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

TERMINATION AND ASSIGNMENT

The contract awarded in response to this RFP may be terminated by either party by giving the other not less than 60 days written notice of intent to terminate as of the date specified.

The contract will not be assignable without prior written consent of the University and the Vendor. Any attempted assignment without such consent shall be void and of no effect.

If the Vendor receiving the award for the contract is subsequently purchased by another Vendor, this will be considered an act of assignment, and the University will have the option to accept the assignment or terminate the contract with 60 days written notice. The assignment Vendor must offer same or equivalent services as contract stipulates.

CONTRACT EXECUTION DEADLINES

Due to recent Arkansas mandates that 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.

FORMATION OF THE AGREEMENT/CONTRACT

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

- A. Accept a proposal as written by issuing a written notice to the selected Vendor, 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 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, or terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

CONTRACT TERMS AND CONDITIONS

This RFP shall govern any contract issued resulting from 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 Vendor submits standard terms and conditions with the proposal, and if any of those terms and conditions conflict with the laws of the State of Arkansas, the State laws shall govern.

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

STANDARD OF PERFORMANCE

The Vendor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices of providing the described services. Instances of poor performance by the Vendor will be documented and submitted to the Vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be held between the Vendor and the University when documented instances of poor performance occur and a plan for corrective action agreeable to both parties will be drafted and implemented. The University retains the absolute right to assess whether and when performance is subsequently acceptable.

APPROVAL BY ARKANSAS GENERAL ASSEMBLY

Bidders 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. Bidders 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 at Fort Smith.

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.

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.

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.

ATTORNEY FEES

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

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

LAWS, LICENSES & TAXES

Without additional expense to the University, the Vendor 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.

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 after proposal opening. It is the responsibility of the bidder to identify all proprietary information. The Vendor should submit one complete digital copy (thumb drive or CD) of the proposal (marked "COMPLETE COPY") and one redacted digital copy from which any proprietary information has been removed, (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 Vendor 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 bidder. 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.

PERFORMANCE BASED STANDARDS

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 that identify expected deliverables, performance measures or outcomes; and payment shall be contingent on the extent to which the performance standards were met.

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.

PARKING

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

Vendor's employees will be required to procure a faculty/staff parking permit for vehicles to be used on the UAFS campus.

INDEPENDENT CONTRACTOR AND PRICE DETERMINATION

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

The Vendor 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 Vendor is prohibited from submitting multiple proposals in a different form, i.e., as prime bidder and as a subcontractor to another prime bidder.

All pricing will remain firm for each contract period. The Vendor 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 Vendor shall assume all costs of this project until such time that a Vendor is selected.

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.

STANDARD TERMS AND CONDITIONS – UAFS

UAFS Procurement Services Terms & Conditions may be found at <https://uafs.edu/about/offices-and-services/finance-and-administration/procurement/terms.php>

**Pending
Approval**



HOLIDAY SCHEDULE FY 2025-2026

UA Fort Smith will observe the following holidays during the period of July 1, 2025 through June 30, 2026. Campus will be closed on these dates:

Observed

Friday, July 4, 2025
 Monday, September 1, 2025
 Thursday, November 27, 2025
 Friday, November 28, 2025 *
 Wednesday, December 24, 2025
 Thursday, December 25, 2025
 Friday, December 26, 2025
 Monday, December 29, 2025
 Tuesday, December 30, 2025
 Wednesday, December 31, 2025
 Thursday, January 1, 2026
 Friday, January 2, 2026
 Monday, January 19, 2026
 Friday, March 27, 2026
 Monday, May 25, 2026

Holiday

Independence Day
 Labor Day
 Thanksgiving Day
 Thanksgiving Holiday *
 Christmas Eve
 Christmas Day
 In lieu of Veteran's day ***
 In lieu of employee's birthday ***
 Charged to annual leave **
 Charged to annual leave **
 New Year's Day
 Charged to annual leave **
 Martin Luther King Jr. Day
 In lieu of President's Day
 and Daisy Gatson Bates Day ***
 Memorial Day

**BID SIGNATURE PAGE
AX-25-004 STUDENT COUNSELING CENTER**

The undersigned affirms they are duly authorized to execute any resulting contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of the University of Arkansas at Fort Smith prior to the official review of this bid.

RECEIPT OF THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED (LIST ALL / ANY ADDENDA)	CONFIRMATION OF REDACTED COPY									
ADDENDUM NO. _____ ADDENDUM NO. _____ ADDENDUM NO. _____	<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.									
MINORITY AND WOMEN-OWNED DESIGNATION										
<table border="0"> <tr> <td><input type="checkbox"/> Not Applicable</td> <td><input type="checkbox"/> American Indian</td> <td><input type="checkbox"/> Service-Disabled Veteran</td> </tr> <tr> <td><input type="checkbox"/> African American</td> <td><input type="checkbox"/> Hispanic American</td> <td><input type="checkbox"/> Women-Owned</td> </tr> <tr> <td><input type="checkbox"/> Asian American</td> <td><input type="checkbox"/> Pacific Islander American</td> <td></td> </tr> </table>		<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Service-Disabled Veteran	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women-Owned	<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American	
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<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women-Owned								
<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American									

Pursuant to Arkansas law, a Vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

- Israel Boycott Restriction:** For contracts valued at \$1,000 or greater. 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 a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- Illegal Immigrant Restriction:** For contracts exceeding \$25,000. No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at, or exceeding, \$75,000. 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 an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

- Do not boycott Israel.
- Do not employ illegal immigrants.
- Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.

Name of Vendor/Contractor	
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Contractor Signature	Date
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**EQUAL OPPORTUNITY (EO) POLICY
AX-25-004 STUDENT COUNSELING CENTER**

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).

Submitting the EO Policy is a one-time requirement. The University of Arkansas at 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 this form and include policy 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 UAFS Procurement Department**

Company Name _____

Print Name and Title _____

Signature of Authorized Person _____

Date _____

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 ---	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TAXPAYER ID NAME:		IS THIS FOR:	
		<input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> 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 <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	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 <small>[senator, representative, name of board/commission, data entry, etc.]</small>	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. _____