

REQUEST FOR PROPOSALS NO. 13-015	
ARKANSAS TECH UNIVERSITY Purchasing Department Young Building East End 203 West O Street Russellville, AR 72801-2222	PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER, OPENING DATE AND TIME SHOWN ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL <u>NOT</u> BE ACCEPTED.
RESPONSE DUE BY: March 15, 2013	
TIME: 4:00 p.m.	
ALL VENDORS	For additional information, contact Jessica Holloway, APO Purchasing Program Manager Tel: 479-968-0269 Fax: 479-968-0633 Email: purchasing@atu.edu Web: www.atu.edu/purchasing
ALL respondents will be required to complete the attached forms: ATU Contract/Agreement Terms & Conditions EEO Policy Letter Illegal Immigrant Certification Form SUCCESSFUL vendor will be required to complete a Contract and Grant Disclosure and Certification Form	
DESCRIPTION	
Arkansas Tech University is soliciting proposals for Actuary Services for the University's Other Post Employment Benefits. Contract term: Contract will be for the period of July 1, 2013 through June 2014 with an option to renew on an annual basis for six (6) additional years by mutual agreement. Contract Scope: Provide Actuarial Study of the University's Post Employment Benefits as per GASB Statements No. 43 (<i>Financial Reporting for Post-employment Benefits Other Than Pensions</i>) and 45 (<i>Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions</i>). Specific financial information needed: a) Other post employment benefit assets and liabilities (non-pension) b) Unfunded accrued actuarial liabilities c) Annual required contributions d) Expenses, expenditures and net obligations of the appropriate fund(s) e) Implicit rate subsidies for retirees Historical information is to be based on the three (3) fiscal years. Additional Information: Total Retirees = 54 Retirees who are eligible for health insurance benefits until = 40 Retirees who are eligible for health insurance benefits until Medicare age = 14 Total active employees = 867	

Written response:

Submittals MUST include the following. Failure to provide the requested information will result in rejection of the response. **Price estimates and/or hourly rates are to be included in a separate, sealed envelope.**

- a) Current office size, personnel description, workload
- b) Similar projects currently under contract with other State agencies
- c) Similar project experience including names and telephone numbers

Contract Terms & Conditions:

See attached Contract/Agreement Terms & Conditions that will govern any resultant contract. Signed form must be returned with proposal. **Failure to do so may result in rejection of response.**

Proprietary Information:

Proprietary information submitted in response to this RFP will be processed in accordance with the applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the University and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information.

The vendor should submit one complete electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy MUST be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.

The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received, the entire proposal will be open to public inspection with the exception of financial data. If the University deems redacted information to be subject to the FOIA, the vendor will be contacted prior to sending out the information.

Assignment:

The successful respondent may not assign any resultant contract without the prior written consent of the University.

Cancellation:

Either party may cancel any resultant contract with a 30-day written notice.

Award Notice:

All respondents will be notified of the contract award.

Submittals:

Submit five (5) copies of proposal with cost proposal in a separate, sealed envelope to:

Purchasing Department
Arkansas Tech University
Young Building Suite 101
203 West O Street
Russellville, AR 72801-2222

Note RFP 13-015 on outside of envelope.

Respondent is responsible for checking the web site for any addenda.

<http://www.atu.edu/purchasing/bids.shtml>

In left-hand menu, select "Current Bids, RFP's and RFQ's."

ARKANSAS TECH UNIVERSITY
Russellville, AR 72801-222

CONTRACT/AGREEMENT TERMS & CONDITIONS

As Required by Arkansas Law and/or University Policy

June 24, 2011

Contractor MUST agree to the following Terms and Conditions BEFORE entering into any contract or agreement with the University:

- A. Contract/agreement shall be governed by the laws of the State of Arkansas.
- B. Nothing in the contract/agreement shall be construed to waive the Sovereign Immunity of the State of Arkansas or its agencies, including Arkansas Tech University. Constitution of the State of Arkansas of 1874. Article 5. § 20.
- C. All disputes regarding the contract/agreement shall be submitted to the Arkansas Claims Commission for adjudication in accordance with A.C.A. § 19-10-201 et seq.
- D. Contractor will not assign or otherwise transfer its duties under contract/agreement to another person or entity without Arkansas Tech University's express written permission.
- E. Contractor acknowledges that the terms of contract/agreement will bind and inure to any other party that Contractor contracts with to complete this contract. For example, if Contractor hires a subcontractor who demands indemnification from the University, the subcontractor must drop the indemnification requirement or Contractor will have to contract with someone other than the subcontractor who is demanding indemnification from Arkansas Tech University.
- F. The University will not agree to arbitration.
- G. The University will not indemnify the contractor, contractor's employees, subcontractor or subcontractor's employees.
- H. The University will not provide General Public Liability insurance.
- I. The University will not pay attorney's fees, collection costs, early termination charges, etc.
- J. The University will not pay delinquency charges.
- K. With regard to delinquent accounts, the University is permitted to pay late payment charges, but only if incurred sixty (60) days after the due date. A.C.A. § 19-11-224.
- L. Contractor will not discriminate against any person based on race, religion, color, national origin, sex, age, disability, genetic information or veteran's status during the term of the contract/agreement.
- M. Contractor will not employ illegal immigrants and will not permit its subcontractors to employ illegal immigrants.
- N. For contracts/agreements exceeding \$25,000, acknowledge that failure to make any disclosure as 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 terms of any contract/agreement. 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 University.
- O. Pursuant to Act 1653 of 2001, all public records are open to inspection and copying by any citizen of the State of Arkansas.
- P. No contract/agreement may extend beyond seven (7) years. All multi-year contracts/agreements must contain a non-appropriation clause. A.C.A. § 19-11-238.

“In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the University may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the University must be paid but does not obligate the University to continue the contract beyond the end of a biennial period.”

- Q. All employees, subcontractors and subcontractor’s employees MUST have proper identification – including photo ID’s – reflecting both the name of the contractor and the name of the employee.
- R. Contractor will not permit its employees, subcontractors or employees of subcontractors who are registered sex offenders to work on the campus of Arkansas Tech University. Further Contractor shall not permit its employees, subcontractors or employees of subcontractors to engage in sexually harassing behavior toward Arkansas Tech University faculty, staff, students, guests, or any other persons present on the campus.
- S. Contractor agrees that it will not permit any of its employees, subcontractors or employees of subcontractors who have been convicted of a felony involving force, violence or possession or use of illegal drugs to work on this campus.
- T. Contractor acknowledge that firearms are prohibited on campus, even if a person has a concealed weapon permit, and consistent with this policy, not allow its employees, subcontractors or subcontractors employees to bring a firearm on to Arkansas Tech University property.
- U. Contractor agrees that its employees, subcontractors or employees of subcontractors will park only in designated parking areas and will in no way impede traffic flow on the campus.
- V. Contractor agrees that its employees, subcontractors or employees of subcontractors will place temporary security lighting if any of its actions cause outdoor lighting at the University to be out overnight for any period of time.
- W. Contractor acknowledges that Arkansas Tech University is a Tobacco Free Campus. The use of tobacco products is prohibited anywhere on the campus.
- X. Contractor acknowledges that these requirements will also apply to any subsequent maintenance contracts, if any.

Executed by the individual representing that he/she has the authority to enter into this Contract.

CONTRACTOR: _____

BY: _____
(Signature)

NAME & TITLE: _____
(Typed or Printed)

DATE: _____

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-2222

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

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

Submitting your EEO Policy is a one-time requirement. The Arkansas Tech University Purchasing Department will maintain a file of the EEO Policies or written responses received.

This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.

If you have any questions, please call the Purchasing Department at 479-968-0269.

Thank you.

Jessica Holloway, APO
Purchasing Program Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE

- _____ EEO Policy attached
- _____ EEO Policy previously submitted to ATU Purchasing Department
- _____ EEO Policy is not available

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-2222
Tel: 479-968-0269
Fax: 479-968-0633

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract,** that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

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

Click: Submit Disclosure Form
(no password is needed)

Print Screen Shot of certification and attach to this form.

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please contact the Purchasing Department.

Thank you.

Jessica Holloway, APO
Purchasing Project/Program Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

- _____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____
- _____ We have NOT certified on-line at this time, and we understand that no contract can be
awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	