CITY OF CONWAY, ARKANSAS

1111 Main Street
Conway, Arkansas 72032
conwayarkansas.gov

REQUEST FOR PROPOSALS

SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	2026.2016	Solicitation Issued:	September 7, 2026
Description:	Employee Benefits Insurance Broker		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Proposal Opening Date:	September 16, 2026	Proposal Opening Time:	10:00 AM, Central Time
Proposal submissions for this Request for Proposal must be submitted through AR Bid, the City's eProcurement system. It can be accessed at https://arkansas.ionwave.net/Login.aspx. Proposals received after the submission deadline may be rejected as untimely.			

THE CITY OF CONWAY PURCHASING CONTACT INFORMATION			
Purchasing Manager:	Tiffany Maddox	Direct Phone Number:	501-358-6810
Email Address:	Tiffany.Maddox@conwayarkansas.gov	City of Conway Main Number:	501-450-6100
City of Conway Website:	https://conwayarkansas.gov/		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposals ("RFP" or "Solicitation") is issued by the City of Conway, Arkansas ("City" or "Conway") to obtain competitive proposals from qualified and responsible employee benefits insurance brokers to provide comprehensive brokerage, consulting, and advisory services for the City's employee health insurance and benefits program.

The selected Contractor shall work collaboratively with and at the direction of the City's Human Resources Department ("HR"). The Contractor shall provide professional expertise, analysis, recommendations, and support to assist HR in evaluating and administering the City's employee health insurance and benefits program. The Contractor shall not independently establish or implement the City's benefit policies, benefit program, or funding arrangements.

The selected Contractor shall assist HR in evaluating the City's employee health insurance and benefits program, developing and evaluating funding alternatives as directed by HR, marketing coverage to qualified insurance carriers and service providers, negotiating favorable rates and contract terms on behalf of the City as authorized and directed by HR, and providing ongoing benefits administration and compliance support.

The Contractor shall provide services in accordance with the City's requirements and the direction of HR. All recommendations, marketing activities, negotiations, communications with carriers and service providers, and other material actions performed by the Contractor on behalf of the City shall be coordinated with and subject to the direction and approval of HR, as applicable.

The City intends to select the Prospective Contractor whose proposal is determined to provide the most advantageous overall value to the City, considering the evaluation factors, cost, proposed approach, qualifications, experience, service model, and other factors identified in this RFP.

1.2 BACKGROUND AND CURRENT ENVIRONMENT

The City of Conway is a municipal government located in Faulkner County, Arkansas, and provides municipal services to the Conway community through multiple departments and divisions.

The City provides employee health insurance and other employee benefits to eligible employees and, where applicable, eligible dependents and retirees.

The City desires to engage a qualified employee benefits insurance broker to provide comprehensive brokerage, consulting, and advisory services in support of the City's employee health insurance and benefits program.

The Contractor will work with the City's Human Resources Department and at the direction of HR. The Contractor will provide professional expertise, analysis, recommendations, and administrative support to assist HR in carrying out the City's employee health insurance and benefits program responsibilities.

The Contractor will assist HR, as directed with:

- Evaluating the City’s employee health insurance and benefits program;
- Developing and evaluating funding alternatives;
- Marketing coverage to qualified insurance carriers and service providers;
- Negotiating favorable rates and contract terms;
- Evaluating carrier and service provider proposals;
- Providing ongoing benefits administration support;
- Providing compliance support;

- Assisting with employee benefits communications and education;
- Providing benefits-related data, analysis, and reporting; and
- Performing other related services requested and authorized by HR.

The City expects the Contractor to provide timely, accurate, objective, and professional advice and services while recognizing that the City, through its authorized personnel and processes, retains responsibility for decisions concerning its employee health insurance and benefits program.

The Contractor shall not make or implement decisions concerning the City's employee health insurance and benefits program independently of HR. The Contractor shall obtain direction and approval from HR before undertaking material actions on behalf of the City when such direction or approval is required by the City.

1.3 TYPE OF CONTRACT

A. As a result of this RFP, the City intends to award a contract to a single Contractor.

B. The anticipated starting date for any resulting contract is October 15, 2026, except that the actual contract start date may be adjusted forward unilaterally by the City for up to three (3) calendar months. By submitting a signed response to the RFP, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.

C. The initial qualification term of a resulting contract will be for one (1) year. The City may renew a Prospective Contractor's qualification status for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

D. Renewal of the contract shall be subject to the City's continued need for the services, satisfactory Contractor performance, availability of appropriated funds, and applicable City procurement and contracting requirements.

1.4 DEFINITION OF TERMS

A. Unless otherwise defined herein, all terms defined in Arkansas Procurement herein have the same meaning herein.

B. "Benefits" means employee benefit programs and insurance products sponsored, offered, or administered by or on behalf of the City.

C. "Broker" means the Contractor selected under this RFP to provide insurance brokerage and employee benefits consulting services.

D. "Carrier" means an insurance company, health plan, network, third-party administrator, pharmacy benefit manager, vendor, or other organization providing or administering a benefit product or service.

E. "Compensation" means all direct and indirect compensation received or expected to be received by the Contractor, its affiliates, subcontractors, producers, consultants, or other parties in connection with services provided to the City or its employee benefit plans, including commissions, fees, overrides, bonuses, incentives, contingent compensation, administrative fees, service fees, referral fees, and other monetary or non-monetary compensation.

F. "Contractor" means the Prospective Contractor selected by the City and awarded the resulting contract.

G. "Prospective Contractor" means a responsible offeror who submits a response to this solicitation.

H. The terms "Request for Proposals", "RFP," and "Solicitation" are used synonymously in this document.

I. "Responsive Submission" means a submission in response to this solicitation that conforms in all material respects to this RFP.

J. "Shall" and "Must" mean the imperative and are used to identify requirements.

K. "Requirement" means something required.

L. Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.

1.5 SOLICITATION SCHEDULE

A. For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the City. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	September 7, 2026
Response Due Date	September 16, 2026, 10:00 AM
Oral Presentations *	September 18 & 21, 2026
City Council Presentations*	September 24, 2026
Award Contract*	September 25, 2026

B. Prospective Contractors selected to participate in oral presentations or City Council presentations shall make their proposed representatives available on the dates and at the times designated by the City. Due to the compressed solicitation schedule, the City may have limited or no ability to accommodate scheduling conflicts or alternative presentation dates and times. Failure to attend a presentation as scheduled may result in the Prospective Contractor not advancing to the next phase of the evaluation or award process, in accordance with the Solicitation and applicable procurement requirements.

1.6 CLARIFICATION OF SOLICITATION

A. The Prospective Contractor should notify the City Procurement Manager of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.

B. Prospective Contractors may contact the City Procurement Manager with non-substantive questions at any time prior to the response opening.

C. An oral statement by the City will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the City.

1.7 RESPONSE DOCUMENTS

A. All proposal responses must be submitted through AR Bid, the City's eProcurement system. The system can be accessed at https://arkansas.ionwave.net/Login.aspx.

1. Prospective Contractors must be registered in AR Bid to submit proposal responses.

B. *Original Response Packet*

1. Prospective Contractors shall utilize the Response Packet to submit their responses.

2. All required proposal documents shall be submitted through AR Bid. Pricing shall be submitted exclusively through the Line Items tab in AR Bid. The Proposal Response Packet shall contain the documents specifically identified in the Submission Requirements Checklist as components of the Proposal Response Packet and shall not contain pricing information.

   The following items are Response Submission Requirements:

   a. One (1) completed Proposal Response Packet, including the Proposed Subcontractors Form and the responses to the Information for Evaluation Section, in the English Langauge.

b. All required certifications and forms identified in the Solicitation.

c. Any other document expressly identified by the City as a mandatory Response Submission Requirement.

d. The completed Line Items tab for the Solicitation in AR Bid, which shall be used exclusively for submission of pricing and compensation information.

  i. All pricing shall be submitted through the Line Items tab in AR Bid in accordance with the pricing requirements and assumptions provided in this Solicitation.

  ii. Pricing must be proposed in U.S. dollars and cents.

  iii. Prospective Contractors shall provide all requested compensation amounts, rates, fees, commissions, and other pricing information through the Line Items tab in AR Bid.

  iv. Prospective Contractors shall use the City’s stated pricing assumptions when calculating any estimated annual or aggregate broker compensation requested by the City.

  v. Prospective Contractors shall not include pricing, compensation, rates, fees, commissions, or other cost information in the Experience or Solution portions of the Information for Evaluation.

  vi. Prospective Contractors shall disclose all commissions, fees, overrides, bonuses, incentives, or other compensation the Prospective Contractor expects to receive from carriers, service providers, or other third parties in connection with the City's account. Such compensation shall be included in the Prospective Contractor's total proposed compensation unless otherwise expressly stated in the Solicitation.

  vii. The City may request additional pricing information or clarification if necessary to determine the total economic impact of a proposal.

  viii. If the Line Items tab does not allow for accurate pricing, the Prospective Contractor should notify the City’s Purchasing Manager at least seventy-two (72) hours before the proposal opening time.

3. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information, unless specifically requested by the Solicitation.

C. Redacted Copy of the Proposal Packet

  1. One (1) redacted copy marked “REDACTED” of the applicable proposal submission documents, if applicable (see Proprietary Information).

D. Prospective Contractors should not alter language in Solicitation document(s) provided by the City.

E. Prospective Contractor’s responses cannot be altered or amended after the response due date except as permitted by applicable law or City procurement requirements.

F. Prospective Contractors may submit multiple responses.

SECTION 2 – REQUIREMENTS

2.1 OBJECTIVE AND GOALS

The Contractor shall provide comprehensive employee benefits insurance brokerage, consulting, and advisory services to support the City's Human Resources Department in administering and managing the City's employee health insurance and benefits program.

The Contractor shall work with and at the direction of HR and shall provide the professional expertise, analysis, recommendations, administrative assistance, and other services requested by HR.

The Contractor shall assist HR in achieving the City's objectives for its employee health insurance and benefits program, including:

- Evaluating existing and proposed benefit offerings;
- Developing and evaluating funding alternatives;
- Marketing coverage to qualified insurance carriers and service providers;
- Evaluating carrier and service provider proposals and negotiating favorable rates and contract terms;
- Supporting ongoing benefits administration;
- Providing compliance assistance;
- Providing benefits-related data, analysis, and reporting;
- Assisting with employee benefits communications and education; and
- Providing other related services as requested and authorized by HR.

The Contractor shall not independently establish, modify, or implement the City's employee health insurance and benefits program or make decisions reserved to the City or HR.

2.2 GENERAL REQUIREMENTS

A. The City seeks to establish a professional relationship with a qualified employee benefits insurance broker capable of providing comprehensive brokerage, consulting, advisory, and administrative support services to the City's Human Resources Department. The Contractor shall work directly with HR and shall perform services at the direction of HR.

B. The Contractor shall provide HR with professional expertise, objective analysis, recommendations, and information necessary to assist HR in evaluating and administering the City's employee health insurance and benefits program.

C. The Contractor shall coordinate all material activities performed on behalf of the City with HR and shall obtain HR's direction or approval when required by the City.

D. The Contractor shall not independently make decisions or take actions that commit the City to a benefit plan, insurance carrier, service provider, funding arrangement, rate, contract term, or other material benefit-related obligation without authorization from the City through its appropriate personnel and processes.

E. The Contractor shall comply with all applicable federal and state laws, regulations, insurance licensing requirements, professional requirements, and other legal requirements applicable to the services.

F. The Contractor shall maintain all licenses, registrations, appointments, certifications, and other authorizations required to perform the services. The Contractor shall provide the City with copies of licenses or other documentation upon request.

G. The Contractor shall maintain sufficient staffing, technical resources, expertise, technology, and organizational capacity to provide all services required by this RFP.

2.3 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

A. The Prospective Contractor shall have a minimum of five (5) years of experience providing employee benefits insurance brokerage and consulting services of similar size, scope, and complexity as described in this RFP.

B. The Prospective Contractor shall have experience providing employee benefits insurance brokerage and consulting services of comparable size, scope, and complexity to a minimum of three (3) Arkansas municipalities, governmental entities, public sector employers, or similarly situated public employers, each having a minimum of 250 employees. The Prospective Contractor shall only include client name, public entity type, employee count, years served, services provided and contact information.

C. The Prospective Contractor shall be properly licensed and authorized to perform the services in Arkansas.

D. The Prospective Contractor shall provide the Arkansas insurance producer/business entity license number(s) applicable to the proposed services and shall identify the lines of authority maintained by the proposed account team member who will perform regulated insurance activities.

E. The Prospective Contractor shall disclose any suspension, revocation, or material restriction of its authority to transact insurance imposed by an applicable insurance regulator during the preceding five (5) years and provide an explanation of the matter, including its current status.

F. The Prospective Contractor shall demonstrate experience providing employee benefits brokerage and consulting services in which the broker works collaboratively with the client's human resources department or equivalent benefits administration function.

2.4 STAFFING

A. The Prospective Contractor shall identify the individual who will serve as the primary point of contact with HR and who will be responsible for coordinating all services provided under the resulting contract.

B. The Prospective Contractor shall identify:

1. Primary Account Executive;
2. Senior Benefits Consultant;
3. Benefits Analyst/Actuary, if applicable;
4. Compliance Consultant;
5. Communications/Enrollment Specialist;
6. Claims/Advocacy Specialist;
7. Data/Analytics Specialist; and
8. Any other personnel proposed to support the City.

C. The Prospective Contractor shall provide the qualifications, experience, licenses, certifications, education, and relevant public-sector experience of each proposed key team member through the Key Personnel Resumes submitted in accordance with the Proposal Response Packet.

D. The Prospective Contractors proposed Primary Account Executive shall have at least five (5) years of experience providing employee benefits brokerage and consulting services and shall have demonstrated experience serving governmental or public-sector clients.

E. The Primary Account Executive shall be available to communicate directly with HR and shall be responsible for ensuring that all Contractor personnel understand and follow the City's direction concerning the services.

F. The Contractor shall not substitute the Primary Account Executive or other key personnel without prior notice to and approval by the City, except in circumstances beyond the Contractor's reasonable control.

G. Any replacement key personnel shall possess qualifications and experience equal to or greater than the person being replaced.

H. The Contractor shall maintain sufficient staffing to provide timely service during enrollment, renewal, implementation, claims escalation, compliance deadlines, and other high-volume periods.

I. The Prospective Contractor shall submit a separate one-page resume for each proposed key personnel identified in Section 2.4(B). Each resume shall not exceed one (1) page. Key Personnel Resumes shall be submitted as a separate document upload in AR Bid and shall not count toward the page limits established for the Experience or Solution subsections of the Information for Evaluation.

2.5 EMPLOYEE BENEFITS BROKERAGE, CONSULTING, AND ADVISORY SERVICES

A. GENERAL SERVICE REQUIREMENTS

1. The Contractor shall provide comprehensive employee benefits insurance brokerage, consulting, and advisory services for the City's employee health insurance and benefits program.

2. The Contractor shall work collaboratively with and at the direction of the City's Human Resources Department ("HR").

3. The Contractor shall provide professional expertise, objective analysis, recommendations, information, and administrative support as requested by HR.

4. The Contractor shall coordinate its services with HR and shall obtain direction or approval from HR before taking any material action on behalf of the City when such direction or approval is required.

5. The Contractor shall not independently establish, modify, or implement the City's employee health insurance and benefits program or make decisions reserved to the City or HR.

B. BENEFITS PROGRAM EVALUATION

1. At the direction of HR, the Contractor shall assist the City in evaluating its employee health insurance and benefits program.

2. The Contractor shall provide HR with information, analysis, benchmarking, recommendations, and other professional assistance requested by HR to evaluate the City's benefit offerings.

3. The Contractor shall identify and communicate relevant changes in the employee benefits marketplace, carrier offerings, regulatory requirements, and other factors that may affect the City's employee health insurance and benefits program.

4. The Contractor shall provide HR with objective recommendations regarding opportunities to improve the administration, cost-effectiveness, competitiveness, or value of the City's employee health insurance and benefits program.

C. FUNDING EVALUATION

1. At the direction of HR, the Contractor shall assist the City in developing and evaluating funding alternatives for the City's employee health insurance and benefits program.

2. The Contractor shall provide financial analysis, projections, modeling, comparisons, and other information requested by HR to evaluate funding alternatives.

3. The Contractor shall clearly identify assumptions, methodologies, limitations, and material factors used in any financial analysis or funding recommendation provided to the City.

4. The Contractor shall assist HR in evaluating the financial implications of proposed changes to benefit offerings, funding arrangements, carrier proposals, and other benefit-related alternatives.

D. MARKETING OF COVERAGE

1. At the direction of HR, the Contractor shall market the City's employee health insurance and benefits coverage to qualified insurance carriers and service providers.

2. The Contractor shall identify qualified insurance carriers and service providers capable of meeting the City's requirements.

3. The Contractor shall develop and distribute marketing materials, requests for quotations, specifications, data, and other information necessary to obtain competitive proposals, subject to HR's review and direction.

4. The Contractor shall solicit competitive proposals from qualified insurance carriers and service providers as directed by HR.

5. The Contractor shall provide HR with a written comparison and analysis of proposals received, including rates, fees, benefits, contract terms, exclusions, limitations, service capabilities, financial considerations, and other material differences identified by the Contractor.

6. The Contractor shall not bind the City to any carrier, service provider, coverage, rate, contract term, or other obligation without authorization from the City through its appropriate personnel and processes.

E. <u>NEGOTIATION OF RATES AND CONTRACT TERMS</u>

1. At the direction of HR, the Contractor shall negotiate with insurance carriers and service providers on behalf of the City for favorable rates, fees, contract terms, and service provisions.

2. The Contractor shall use commercially reasonable efforts to obtain favorable and competitive terms for the City.

3. The Contractor shall keep HR informed regarding material negotiations and shall provide HR with information necessary for HR to evaluate proposed rates, fees, contract terms, and other material provisions.

4. The Contractor shall obtain HR's direction before accepting, rejecting, or materially modifying a carrier or service provider proposal on behalf of the City.

5. The Contractor shall document material negotiations and provide documentation to HR upon request.

F. <u>BENEFITS ADMINISTRATION SUPPORT</u>

1. The Contractor shall provide ongoing benefits administration support to HR throughout the term of the resulting contract.

2. The Contractor shall assist HR with benefit-related questions, carrier and service provider communications, enrollment matters, eligibility issues, billing issues, claims-related service issues, and other administrative matters as requested by HR.

3. The Contractor shall serve as an advocate for the City in resolving service issues with insurance carriers, third-party administrators, pharmacy benefit managers, and other benefit service providers, as directed by HR.

4. The Contractor shall assist HR in identifying and resolving discrepancies, errors, or service issues affecting the City's employee health insurance and benefits program.

5. The Contractor shall provide timely follow-up and status updates to HR regarding outstanding administrative or service matters.

G. <u>COMPLIANCE SUPPORT</u>

1. The Contractor shall provide HR with compliance assistance relating to the City's employee health insurance and benefits program.

2. The Contractor shall monitor applicable federal and state laws, regulations, guidance, and other requirements affecting the City's employee health insurance and benefits program and shall promptly notify HR of material developments.

3. The Contractor shall assist HR in identifying compliance requirements, deadlines, notices, filings, disclosures, and other obligations applicable to the City's employee health insurance and benefits program.

4. The Contractor shall provide compliance information and recommendations to HR as requested.

5. The Contractor shall not provide legal advice unless the Contractor is legally authorized and qualified to provide such advice. The Contractor shall identify matters requiring legal review and recommend that HR obtain legal counsel when appropriate.

H. EMPLOYEE BENEFITS COMMUNICATIONS AND EDUCATION

1. At the direction of HR, the Contractor shall assist with employee benefits communications and education.
2. The Contractor shall assist HR in developing employee communications, educational materials, presentations, enrollment materials, and other benefits-related information as requested by HR.
3. The Contractor shall provide knowledgeable representatives to participate in employee meetings, enrollment events, benefit fairs, or other employee education activities as requested by HR.
4. All employee communications prepared by the Contractor on behalf of the City shall be coordinated with and subject to HR's review and approval before distribution, when required by HR.

I. DATA, ANALYTICS, AND REPORTING

1. The Contractor shall provide HR with benefits-related data, analytics, reports, benchmarking information, and other information requested by HR.
2. Reports shall be presented in a clear and understandable format and shall identify significant trends, variances, assumptions, and other material information relevant to the City's employee health insurance and benefits program.
3. The Contractor shall assist HR in analyzing claims, utilization, enrollment, costs, rates, plan performance, and other available data, as applicable to the City's benefit program and the services provided.
4. The Contractor shall provide ad hoc analysis and reports as reasonably requested by HR.

J. CARRIER AND SERVICE PROVIDER MANAGEMENT

1. The Contractor shall assist HR in monitoring the performance and service of the City's insurance carriers and benefit service providers.
2. The Contractor shall communicate with carriers and service providers on behalf of the City as directed by HR.
3. The Contractor shall assist HR in addressing service deficiencies, unresolved issues, performance concerns, and other matters involving carriers and service providers.
4. The Contractor shall provide HR with timely notice of material carrier or service provider issues that may affect the City's employee health insurance and benefits program.

K. ACCOUNT MANAGEMENT AND COMMUNICATION

1. The Contractor shall designate a primary account executive who will serve as the principal point of contact with HR.
2. The primary account executive shall be responsible for coordinating the Contractor's services and ensuring that the Contractor's personnel perform services in accordance with the requirements of this RFP and the direction provided by HR.
3. The Contractor shall maintain regular communication with HR regarding the status of services, projects, negotiations, administrative matters, compliance matters, and other activities performed under the resulting contract.
4. The Contractor shall respond to HR inquiries in a timely manner and shall provide appropriate personnel with the knowledge and expertise necessary to address matters presented by HR.

L. ADDITIONAL SERVICES

1. The Contractor shall provide other employee benefits brokerage, consulting, advisory, administrative, or related services that are reasonably within the scope of the resulting contract when requested and authorized by HR.
2. The Contractor shall provide HR with advance notice of any proposed additional service that may result in an additional charge to the City.

3. The Contractor shall not incur additional charges or expenses on behalf of the City without prior authorization from the City through its appropriate personnel and processes.

2.6 TRANSITION & IMPLEMENTATION

A. The Contractor shall develop and execute a written transition and implementation plan within thirty (30) calendar days after contract execution. The plan shall address, but not be limited to the following:

1. Transfer of information from the City's existing broker/consultant;
2. Existing carrier and vendor relationships;
3. Open claims and unresolved service issues;
4. Renewal calendar;
5. Benefit plan documentation;
6. Enrollment information;
7. Compliance calendar;
8. Compensation and commission reconciliation;
9. Key contacts;
10. Reporting requirements;
11. Employee communications;
12. Data security; and
13. Other matters necessary for a seamless transition.

B. The Contractor shall cooperate fully with the City's existing broker or consultant during the transition.

C. The Contractor shall not delay or impair the City's benefit operations during transition.

2.7 TRAINING

A. The Contractor shall provide training and educational sessions as reasonably requested by the City including but not limited to the following:

1. Benefits overview;
2. Plan design education;
3. Compliance updates;
4. Renewal analysis and recommendations;
5. Employee communication;
6. Benefits analytics;
7. Vendor/carrier management; and
8. Other benefits-related topics.

2.8 PRICING

A. The Prospective Contractor shall provide a complete and transparent compensation proposal through the AR Bid Line Items tab. All compensation and pricing information shall be entered exclusively in the Line Items tab unless otherwise directed by the City.

B. The Prospective Contractor shall identify the compensation method proposed for this contract as one of the following:

1. City-Paid Fee – Compensation paid directly by the City to the Contractor.

2. Carrier/Third-Party Compensation – Compensation paid to the Contractor by an insurance carrier, pharmacy benefit manager (PBM), service provider, or other third-party in connection with the City's health insurance program.

3. Combination/Hybrid - Compensation consisting of both City-paid compensation and carrier/third-party compensation.

C. The Prospective Contractor shall disclose all direct and indirect compensation expected to be received in connection with the City's health insurance account, regardless of the source or method of payment. Disclosure shall include, as applicable:

1. Fixed annual fees;
2. Per Employee Per Month (PEPM) fees;
3. Commission or percentage-based compensation;
4. Carrier-paid compensation;
5. Pharmacy/PBM-related compensation;
6. Overrides, bonuses, incentives, or contingent compensation;
7. Administrative, consulting, enrollment, communication, technology/platform, compliance, actuarial, analytics, or similar fees when separately charged;
8. Subcontractor or affiliate compensation attributable to the City's account;
9. Referral fees or other third-party compensation; and
10. Any other compensation expected to be received in connection with services provided under this contract.

D. The Prospective Contractor shall include all services required by this RFP in its proposed compensation unless a separate charge is specifically disclosed in the AR Bid Line Items tab. The Contractor shall not charge the City an additional fee for a required service unless the additional charge was specifically disclosed in its proposal and authorized by the City.

E. For commissions, percentage-based compensation, PEPM compensation, or other variable compensation, the Prospective Contractor shall provide the applicable rate or formula and all information requested by the City to calculate the estimated annual compensation using the City's stated pricing assumptions.

F. For purposes of proposal evaluation, the City will calculate or establish an Evaluated Annual Broker Compensation representing the estimated total annual direct and indirect compensation attributable to the City's health insurance account, regardless of whether the compensation is paid directly by the City or by a carrier or other third-party. The City will use the pricing assumptions and methodology stated in the Solicitation and AR Bid Line Items to evaluate proposals on a consistent basis.

G. Compensation shall be reported only once by the Prospective Contractor. The Prospective Contractor shall not duplicate compensation among pricing categories. If compensation could reasonably fall within more than one category, the amount shall be reported in the most specific applicable category and shall not be repeated elsewhere.

H. If the Prospective Contractor expects to receive contingent compensation, bonuses, overrides, incentives, or other compensation that cannot be determined as a fixed amount at the time of proposal, the Prospective Contractor shall disclose the applicable formula, methodology, or basis for the compensation and provide the information requested by the City for evaluation.

I. No compensation attributable to the City's health insurance account may be received by the Contractor, its affiliates, subcontractors, producers, consultants, or other parties performing services in connection with the contract unless the compensation has been disclosed to the City as required by this Solicitation and the resulting contract.

J. The City reserves the right to negotiate the compensation methodology with the selected Contractor, including conversion of commission-based compensation to a fixed fee or other transparent compensation arrangement, provided any resulting agreement is consistent with the Solicitation, applicable procurement requirements, and the resulting contract.

K. The Contractor shall notify the City in writing of any proposed change in compensation or compensation methodology during the contract term. No additional City-paid fee or material change in compensation attributable to the City's account shall become effective without prior written authorization by the City.

L. Pricing submitted in response to this Solicitation shall apply only to the services required by this RFP. Any additional service requested by the City that is outside the required scope and would result in additional compensation shall require prior written authorization by the City before the service is performed.

M. PRICING EVALUATION ASSUMPTIONS

1. For purposes of proposal pricing and cost evaluation only, the City will use the following standardized assumptions:

    a. Participating Employees: 532.

    b. Annual Employee-Months: 6,384 (532 participating employees x 12 months).

    c. Assumed Annual Health Insurance Premium: $6,000,000.00.

2. These assumptions are provided solely to establish a uniform basis for evaluating proposed broker compensation and do not constitute a guarantee of future enrollment, premium, plan cost, or compensation.

3. PEPM compensation shall be annualized using 6,384 employee-months. Percentage-based commissions or other compensation calculated as a percentage of premium shall be annualized using the $6,000,000.00 assumed annual health insurance premium.

4. The Prospective Contractor shall disclose the applicable rate, percentage, formula, or methodology used to calculate all variable compensation.

2.9 DELIVERABLES AND REPORTING

A. The Contractor shall provide:

1. An annual benefits program evaluation and recommendations report;
2. Annual renewal analysis;
3. Carrier/vendor marketing results;
4. Detailed renewal comparisons;
5. Cost and utilization analytics;
6. Benchmarking reports;
7. Compensation disclosures;
8. Compliance calendars and updates;
9. Employee communication materials;
10. Meeting presentations and supporting materials;
11. Claims/service issue reports when requested;
12. Annual performance reports;
13. Documentation of negotiated savings and concessions;
14. A summary of all compensation received from carriers and other third parties; and
15. Other reports reasonably requested by the City.

B. The Contractor shall provide the City with an annual Broker Performance and Value Report identifying:

1. Services performed;
2. Major accomplishments;
3. Negotiated savings;
4. Avoided costs, where reasonably quantifiable;
5. Benchmarking results;
6. Compensation received;
7. Significant claims/service issues;
8. Compliance activities;
9. Employee communication activities;
10. Recommendations for consideration by HR; and
11. Recommended priorities for the following plan year.

SECTION 3 – SELECTION

3.1 RESPONSE SCORE

A. The City will review each Response Packet to verify submission Requirements have been met. Response Packets that do not meet submission Requirements will be rejected and will not be evaluated.

B. A City appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on Prospective Contractor's response to the Information for Evaluation section included in the Response Packet.

1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate responses and complete an Individual Score Worksheet for each response. Individual scoring for each Evaluation Criteria will be based on the scoring description in Table C: Scoring Table.

TABLE C: SCORING TABLE

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, Evaluators will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.

3. After Evaluators have had an opportunity to discuss their individual scores with the committee, Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each response.

5. The City reserves the right to seek input from other agencies, consultants, or subject matter experts as deemed necessary.

3.2 PROPOSAL SCORE

A. The Information for Evaluation section has been divided into subsections.

1. Experience: Evaluation of the Prospective Contractor's qualifications and demonstrated experience providing employee benefits insurance brokerage, consulting, and advisory services, including experience with public-sector or municipal clients of similar size, scope, and complexity, as well as the Prospective Contractor's staffing capacity, including the qualifications, experience, availability, and depth of the proposed account team and the Prospective Contractor's demonstrated ability to provide sufficient personnel and resources to meet the City's service requirements.

2. Solution: Evaluation of the Prospective Contractor's proposed approach to meeting the City's requirements, including the proposed service model, benefits program evaluation, funding evaluation, marketing, carrier and service provider negotiations, benefits administration support, compliance support, analytics and reporting, communication, account management, and the Prospective Contractor's ability to perform these services with and at the direction of HR.

3. Oral Presentation: Evaluation of the Prospective Contractor's ability to clearly and effectively present its proposed solution, respond to questions, demonstrate understanding of the City's requirements, and explain how it will work with and at the direction of HR.

4. In each subsection, items/questions have been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.

5. The City has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
Experience	5	30%	210
Solution	5	50%	350
Oral Presentation	5	20%	140
Total Technical Score	15	100%	700

*Subsection's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

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

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

C. The response's weighted scores for subsections will be added to determine the Total Score for the response.

3.3 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest evaluated total broker compensation, as calculated from the Prospective Contractor's pricing submitted through the Line Items tab in AR Bid, using the City's stated pricing assumptions.

B. The City reserves the right to determine that received costs from any Prospective Contractor are unreasonable (too high for the requirements of the Solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the Solicitation). When it is determined by the City that pricing is potentially unrealistic or unreasonable, the City may request an offeror clarify elements of pricing, and the offeror may be removed from further consideration at the sole discretion of the City.

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

$(A/B)*C = D$

A = Lowest Evaluated Broker Compensation
B = Second (third, fourth, etc.) Lowest Evaluated Broker Compensation
C = Maximum Points for Lowest Evaluated Broker Compensation
D = Total Price Points Received

D. The City may consider both quantitative and qualitative economic factors in evaluating compensation structures, provided such factors are identified in the Solicitation and applied consistently to all proposals.

3.4 ORAL PRESENTATION SCORE

A. The highest ranked Prospective Contractors, as determined by the Evaluation Committee based on the evaluation process described in this RFP, may be contacted to schedule an oral presentation.

B. The City may limit the number of Prospective Contractors invited to oral presentations.

C. Oral Presentations may address:

1. Proposed account team;
2. Benefits program evaluation and recommendations;
3. Renewal and marketing approach;
4. Funding and cost analysis;
5. Analytics and reporting;
6. Compensation transparency;
7. Conflict-of-interest management;
8. Transition and implementation approach;
9. Employee communication;
10. Application of the Prospective Contractor's public sector experience to the City's requirements;
11. The Prospective Contractor's understanding of the role of HR as the City's responsible department and the Contractor's ability to provide effective professional support while operating under HR's direction; and
12. Other matters identified by the City.

D. The City will create a second set of score sheets by copying the applicable scoring workbook and titling each of the score sheets in that workbook as the Post-Presentation score sheets.

E. The Oral Presentation will be evaluated and scored as a separate evaluation subsection. Evaluators may consider the Prospective Contractor's presentation, responses to questions, demonstrations, and other information presented during the Oral Presentation when assigning scores for the Oral Presentation evaluation subsection.

F. The final individual scores of the Evaluators on the Post-Presentation Consensus Score Sheets will be averaged to determine the final Technical Score for each proposal.

3.5 FINAL SCORE

	Maximum Points Possible
Proposal Score	700
Cost Score	300
Maximum Final Score	1,000

3.6 DISCUSSIONS

The City reserves the discretion and the right to engage in Discussions with respondents determined to be reasonably susceptible of being selected for award.

3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a Response Packet signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the responses.

3.8 RESERVATION OF RIGHTS

A. The issuance of this RFP does not obligate the City to award a contract, enter into negotiations, or procure services from any respondent.

B. The City reserves the right to reject any or all proposals, waive informalities or minor irregularities, request clarification of proposal information, conduct discussions with one or more Contractors, or cancel this solicitation in whole or in part when determined to be in the best interest of the City.

C. No Contractor shall have any claim against the City arising from the City's exercise of the rights reserved under this section.

SECTION 4

4.1 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor's past performance with the City may be used to determine if the Prospective Contractor is responsible.

   1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

B. A single Prospective Contractor must be identified as the prime contractor.

   1. The prime Contractor shall be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the City for the performance thereof.

C. By submission of a proposal, the Prospective Contractor represents and warrants:

   1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.

      a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).

   2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.

   3. Pursuant to Arkansas Procurement Law, the Contractor shall certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor shall not knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).

D. Restrictions During Solicitation and Award Process

   1. All questions, requests for clarification, or communications regarding this Solicitation shall be directed solely to the Procurement Manager or designated Procurement Office personnel. Any unauthorized contact regarding this Solicitation may result in disqualification.

   2. For purposes of this section, "Interested Party" means any person or entity that seeks, intends to seek, is considering seeking, or otherwise has an interest in obtaining the contract resulting from this Solicitation, including its owners, officers, elected officials, employees, evaluation committee members, agents, representatives, consultants, subcontractors, any person acting on its behalf, regardless of whether a proposal has been submitted or whether the person or entity ultimately submits a proposal.

   3. From the date the solicitation is released through completion of the award process, an Interested Party shall not, directly or indirectly, through any person acting on its behalf:

      a. Discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.

      b. Discuss the Solicitation or proposal response with any other vendors submitting proposals, City department staff, officers, elected officials, evaluation committee members, or any City employees other than the Procurement Manager or designated Procurement Office personnel.

c. Contact, solicit, lobby, communicate with or attempt to influence or negotiate with any City department staff, officers, elected officials, evaluation committee members, or any City employees other than the Procurement Manager or designated Procurement Office personnel regarding the Solicitation, proposal response, or potential award unless otherwise authorized by the Procurement Office.

4. That the City of Conway, Arkansas reserves the right to reject a Prospective Contractors' proposal for any violation of these provisions.

E. Qualifications and services must meet or exceed the required Specifications as set forth in the Solicitation.

F. The City shall not pay costs incurred in the preparation of a proposal.

G. Pursuant to Arkansas State Procurement Law, the Contractor shall certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:

1. They are not engaged in and shall not, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),

2. They are not engaged in and shall not, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

H. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such items furnished by the City to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder shall:

1. Remain property of the City.

2. Be kept confidential as permitted or required by law.

3. Be used only as expressly authorized.

4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the City, as requested by the City.

   a. The Contractor shall properly identify items being returned.

I. The Contractor shall invoice the City as required by the Department and should not invoice the City in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).

1. The Contractor should invoice the City by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.

2. Payment will be made in accordance with applicable City of Conway, Arkansas accounting procedures upon acceptance of goods and services by the Department.

3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.

J. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or requirements in this RFP.

K. The Prospective Contractor agrees and shall adhere to all terms, conditions, and requirements if selected as the Contractor.

1. Items may only be modified if the legal requirement is satisfied and approved by the City during Interviews.

4.2 PROPRIETARY INFORMATION

A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).

B. Submission documents pertaining to the Solicitation become the property of the City and are subject to the Arkansas Freedom of Information Act (FOIA).

C. In accordance with FOIA, and to promote maximum competition in the City competitive sealed proposals, the City may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.

F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the City deems redacted information to be subject to a public record request under FOIA, the City will endeavor to notify the Prospective Contractor prior to release of the redacted record.

H. The City has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

SECTION 5 – SOLICITATON TERMS AND CONDITIONS

City of Conway – Purchasing
Department
Terms & Conditions
conwayarkansas.gov
Important – Read Carefully

By Submission of bid, bidder certifies that he has read all terms and conditions, and that bid is submitted in accordance therewith.

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All charges including taxes, shipping, freight, and any miscellaneous taxes shall be included in prices quoted, if applicable.
4. Bidder certifies that he will make delivery of items for which he bids within the specified time as indicated in the bid specifications - ***unless otherwise specifically stated***. Time of delivery in excess of the indicated time may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as "equal." In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, "splitting" will be avoided and awards of previous contract(s) to one (1) or more of the bidders will not be a factor.
9. In the event that the bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor's actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by the contractor.
11. Quality, time of performance, probability of performance, and location of bidder will be factors in the awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for "GSA" pricing schedules***, if available and applicable***.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth $20,000 or more must comply with Arkansas Code Annotated § 22-9-204.

17. **BOND REQUIREMENT:** 5% bid bond or cashier's check drawn upon a bank or trust company doing business in Arkansas in the amount of 5% of the amount of the bid is required for all construction projects over $35,000. A 100% Performance Bond of contract amount for the successful bidder is required on all construction projects over $35,000.
18. **ENGINEER REQUIREMENT:** All infrastructure projects in excess of $25,000 must be designed by a state-licensed engineer.
19. **ARCHITECT REQUIREMENT:** All Building projects in excess of $100,000 must be designed by a state-licensed architect.
20. **CONTRACTOR LICENSE REQUIREMENT:** A contractor must have a commercial license if the contractor is performing $50,000 or greater of work, including, but not limited to, labor and material, on a commercial project.
21. **The City of Conway is not responsible for lost or misdirected bids.**
22. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
23. **VENUE; Governing Law:** The laws of the State of Arkansas shall act as the governing law for any disputes between the City of Conway and any parties related to this bid, RFP, or RFP with exclusive venue being Faulkner County Circuit Court.
24. **EQUAL OPPORTUNITY IN EMPLOYMENT:** The City of Conway is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, marital or veteran status, political status, disability status or other legally protected status
25. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of $25,000 or greater shall certify with OSP that they do not employ or contract with illegal immigrants.
26. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor for services of $25,000 or greater agrees and certifies that they **do not employ or contract with illegal immigrants**. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
27. **<u>RESTRICTION OF BOYCOTT OF ISRAEL</u>**
    Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to:
    1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
    2. Contracts with a total potential value of less than $1,000.

    By signing this bid form, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.
28. **<u>PAST PERFORMANCE</u>** In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the City may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.
29. Pursuant to Ark. Code § 22-9-203(i), the City of Conway affirmatively encourages the participation of small, minority, and women's business enterprises (MWBE) in all public works contracts and procurement opportunities.