

**UNIVERSITY OF ARKANSAS**

**Request for Proposal**

SUBMIT BID TO: University of Arkansas System  
Chief Audit Executive  
2404 North University Ave  
Little Rock, AR 72207

BU: INAD RFP No. R638704  
Buyer: Ellen Ferguson  
Bid Opening Date: 5/5/2017 Time: 3:00 pm  
Bid Description: NCAA Agreed Upon  
Procedures Review

**VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO.  
HOWEVER, VENDORS NOT RESPONDING AND/OR SUBMITTING A "NO BID" RESPONSE TO THREE CONSECUTIVE BID  
INVITATIONS FOR THE REQUESTED COMMODITY MAY BE REMOVED FROM THE UNIVERSITY'S BIDDERS LIST.**

Please Print or Type

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_  
**Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Web Site:** \_\_\_\_\_

**SIGNATURE REQUIRED FOR RESPONSE**

**THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED ENVELOPE WITH VENDOR NAME, BID NUMBER, AND BID OPENING DATE CLEARLY NOTED ON OUTSIDE OF ENVELOPE IN ORDER FOR BID TO BE ACCEPTED. BID WILL BE ACCEPTED EITHER SIGNED IN INK OR WITH ELECTRONIC OR FACSIMILE SIGNATURE.**

**BIDS MAY NOT BE FAXED DIRECTLY TO UNIVERSITY IN RESPONSE TO THIS REQUEST FOR PROPOSAL.**

**NOTE:** The above listed date and time is the LATEST the bid will be accepted. ANY bids received after that time will NOT be considered.

**NOTE:** Pricing awarded on a resulting contract from this bid shall be available to all University of Arkansas departments. Terms stated in the bid response, including pricing and delivery, are available for use outside of the Northwest Arkansas region, but may result in higher shipping costs.

**NOTE:** All Arkansas state agencies and institutions of higher education may utilize or "Piggy Back" onto this contract if it is acceptable to the supplier and in the best interest of the institution and the taxpayers of the state of Arkansas.

**By signing below, bidder agrees to furnish the items and/or services listed herein at the prices and/or under the conditions indicated in the official Bid Document.**

Name (Type or Print): \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# STANDARD TERMS AND CONDITIONS

## 1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

## 2. SUBMISSION OF BIDS

- 2.1 Bids, modifications or corrections thereof received after the closing time specified will not be considered.

## 3. ACCEPTANCE OF BIDS

- 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
- 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept.

## 4. ERROR IN BID

- 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

## 5. AWARD

- 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications or on the basis for best value.
- 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation for Bid.
- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
- 5.4 Vendors awarded contracts for commodities and/or services are encouraged to participate in our University Shopping Mall. This online catalog database is operated by a third party provider and will allow all University departments to place orders to multiple vendors online. A monthly maintenance fee, to be negotiated between each vendor and the shopping mall data base provider, is required.

## 6. DELIVERY

- 6.1 The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.

6.3 Packing memoranda shall be enclosed with each shipment.

**7. ACCEPTANCE AND REJECTION**

7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

**8. TAXES AND TRADE DISCOUNTS**

8.1 Do not include state or local sales taxes in bid price.

8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.

**9. DEFAULT**

9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.

9.2 Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

**10. WAIVER**

10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

**11. CANCELLATION**

11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

**12. ADDENDA**

12.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.

12.2 Only written addenda is part of the bid packet and should be considered.

**13. ALTERNATE BIDS**

13.1 Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

**14. BID OPENINGS**

14.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**15. DEBRIS REMOVAL**

15.1 All debris must be removed from the University after installation of said equipment.

**ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.**

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Please send one (1) signed original, and one electronic copy on CD and/or USB Flash Drive of your response to this bid. In addition, please provide an electronic redacted copy of the complete bid response. 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, 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.

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

**IMPORTANT:** Bidder questions concerning all matters of this RFP should be sent via email to:

Ellen Ferguson, Buyer  
Office of Purchasing  
Email [ellenf@uark.edu](mailto:ellenf@uark.edu)

Questions received via email will be directly addressed via email, and compilation of all questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the University of Arkansas bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of bidder questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is the Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

### **Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the bid become the property of the State and shall be open to public inspection subsequent to bid opening. **Any proprietary information must be identified and sealed separately within proposal [include with Original and separate electronic file].**

**Note of caution:** Do not attempt to mark the entire proposal as "proprietary". Do not submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Cost cannot be considered as proprietary.**

### **Ethical Standards**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business.

## **Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by the University of Arkansas and on and within all vehicles on University property, and on and within all University vehicles at any location.

## **Arkansas Technology Access Clause**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**Accordingly, the successful bidder expressly represents and warrants** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: <ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf>.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: <http://www.itic.org/public-policy/accessibility>

Note: All vendors should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the bid solicitation. Our expectation is that the vendor will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the vendor to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

Please note here if a Voluntary Product Accessibility Template (VPAT) form **IS or IS NOT INCLUDED** with this bid response. \_\_\_\_\_.

**Failure to include the Voluntary Product Accessibility Template (VPAT) form (if needed) could result in bid disqualification.**

### **University of Arkansas Logo / Trademark Licensing**

Merchandise that carries a University logo or trademark must be purchased from vendors that are licensed through the Collegiate Licensing Corporation. Therefore, bidders are required to be currently licensed to carry the University of Arkansas logo in order to be eligible to submit bids for those requests that involve the University of Arkansas logo or trademark. Only those offers submitted by currently licensed bidders will be considered for award.

### **Non-Discrimination and Affirmative Action**

Vendor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination and affirmative action.

- a. Consistent with Ark. Code Ann. § 25-17-101, the vendor agrees as follows: (a) the vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled,

terminated or suspended in whole or in part; (d) the vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**b.** The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

### **Dun and Bradstreet DUNS Number**

We highly encourage all University of Arkansas contract vendors to use a Dun and Bradstreet number (DUNS Number). The D & B DUNS Number is a unique nine digit identification sequence, which provides unique identifiers of single business entities, while linking corporate family structures together. If your business has not registered, you may do so at: <http://www.dnb.com/>

If available, please provide your Dun and Bradstreet DUNS Number below:

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### **Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to the RFP become the property of the University of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act.

It is the responsibility of the respondent to identify all proprietary information included in their bid proposal response. The respondent shall 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 submitted for the bid response to be considered. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent once a contract is final. If the required redacted copy is not received for the bid solicitation the entire proposal will be deemed "non-responsive" and will not be considered. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

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# Equal Opportunity Policy Disclaimer

## ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, Request for Proposal or Qualification, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

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

Submitting the EO Policy is a one-time requirement. The University of Arkansas, Fayetteville Procurement Department, will maintain a database of policies or written responses received from all bidders.

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

Please complete and return this form with your bid response.

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

Sincerely,

*Linda K. Fast*

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

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

EO Policy Attached

EO Policy previously submitted to UA Purchasing Department

EO Policy is not available from business or person

**Company Name**

**Or Individual:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**UNIVERSITY OF ARKANSAS  
PROCUREMENT DEPARTMENT  
1125 W. Maple ADMIN 321  
Fayetteville, AR 72701  
Tel: 479-575-2551  
Fax: 479-575-4158**

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

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

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

**This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company.**

Bidders shall certify online at [http://www.arkansas.gov/dfa/procurement/pro\\_immigrant.html](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)

Click on: “Procurement” on left-side information bar

Click on: Illegal Immigrant Reporting

Click on: “Vendor” Illegal Immigrant Contracting Disclosure Reporting Screen

Click on: “Vendor Submit Disclosure Form” to complete all fields required for the certification – then indicate below and sign this form to submit with your bid. **\*\*\*NOTE\*\*\* Bid Number field is applicable if known.**

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

If you have any questions, please call the UA Procurement Department at 479-575-2551.

Thank you.

*Linda K. Fast*

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

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

Please check the appropriate statement below:

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

Date of certification: \_\_\_\_\_

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

Reason for non-certification: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

(Printed or typed)

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.

SUBCONTRACTOR:  Yes  No      SUBCONTRACTOR NAME: \_\_\_\_\_

TAXPAYER ID NAME: \_\_\_\_\_ IS THIS FOR:  Goods?       Services?       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:**

### F o r I n d i v i d u a l s \*

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	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

### F o r a V e n d o r ( B u s i n e s s ) \*

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	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

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. \_\_\_\_\_

# **UNIVERSITY OF ARKANSAS**

## **Request for Proposal (RFP) RFP No. R638704**

**NCAA Agreed Upon Procedures Reviews**

**PROPOSAL RELEASE DATE: April 14, 2017**

**PROPOSAL DUE DATE: May 5, 2017**

**PROPOSAL DUE TIME: 3:00 p.m. CDT**

**SUBMIT ALL PROPOSALS TO: University of Arkansas System  
Chief Audit Executive  
2404 North University Avenue  
Little Rock, AR 72207**

**REQUEST FOR PROPOSALS  
UNIVERSITY OF ARKANSAS  
NCAA INTERCOLLEGIATE ATHLETICS PROGRAMS AGREED-UPON  
PROCEDURES REPORTS**

## **SECTION I**

### **1.0 BACKGROUND**

The University of Arkansas Board of Trustees Audit and Fiscal Responsibility Committee is requesting proposals from public accounting firms to prepare Agreed-Upon Procedures Reports in compliance with the National Collegiate Athletic Association (NCAA). These engagements are to be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants. Following the initial term of the contract, the contract may be extended by one-year extensions upon mutual agreement through and including the fiscal year ending June 30, 2021.

There are three intercollegiate athletics Division I programs and two Division II programs within the University of Arkansas System. The Division I programs are located at the University of Arkansas (UA), the University of Arkansas at Little Rock (UALR), and the University of Arkansas at Pine Bluff (UAPB). The Division II programs are located at the University of Arkansas at Monticello (UAM) and the University of Arkansas at Fort Smith (UAFS).

The NCAA agreed-upon procedures reporting legislation for Division I is contained in the NCAA Constitution 3.2.4.15.1 and the Division II legislation is contained in the NCAA Constitution 6.2.3. These sections should be monitored annually for updates.

### **1.1 PROPOSAL REQUIREMENTS**

**All bidders must submit one original paper copy and one signed electronic PDF copy of their proposal.** Responses must be arranged in the sequence of this proposal. Bidders must respond to each item/paragraph beginning at 1.0. Responses must be sufficiently detailed to substantiate that services offered meet or exceed specifications. Items not needing a specific bidder statement must be responded to by concurrence or acknowledgement.

Any statement in this document which has the word “must” or “shall” means that compliance with the intent of the statement is mandatory and failure by the vendor to satisfy that intent will be cause for the proposal to be rejected.

Request for Proposals become public information under the laws of the State of Arkansas and the Arkansas Freedom of Information Act.

### **1.2 ISSUING AGENCY**

This Request for Proposal is issued for the University of Arkansas Board of Trustees by the University of Arkansas System Internal Audit Department.

### 1.3 CONTRACTS AND CLARIFICATION

The contract between the University and the contractor shall consist of (1) the Professional/Consultant Services Contract, (2) the Request for Proposal and any addenda thereto and (3) the proposal submitted by the contractor in response to the Request for Proposal. In the event of a conflict of language between the two documents referenced above, the provision and requirements set forth and/or referenced in the Request for Proposal shall govern. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor and such written clarification shall govern in case of conflict with the applicable requirement stated in the Request for Proposal or the bidder's proposal. In all other matters not affected by written clarification, if any, the Request for Proposal shall govern. The contractor is cautioned that his proposal shall be subject to acceptance by the University of Arkansas Board of Trustees without further clarification. Furthermore, the resulting Professional/Consultant Services Contract between the University and the contractor will be subject to review and advice by the Legislative Council of the Arkansas General Assembly prior to becoming effective.

### 1.4 RESERVATIONS

This RFP does not commit the University of Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request or to procure or contract for services or supplies. The University of Arkansas reserves the right to accept or reject, in part or in its entirety, any response received as a result of the RFP, if it is in the best interest of the University to do so. Bids will be rejected for one or more reasons not limited to the following:

- Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
- Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
- Failure to provide the bid security or performance security if required.
- Failure to supply vendor references if required.
- Failure to sign an Official Bid Document.
- Failure to complete the Official Bid Price Sheet.
- Any wording by the Respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

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

## 1.5 AWARD RESPONSIBILITY

The resultant contract will be administered by the University of Arkansas System Internal Audit Department, with the assistance of the University of Arkansas Purchasing Department, for the University of Arkansas, Fayetteville campus.

Contract(s) will be awarded to the Bidder(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the University of Arkansas System, best meets the overall goals and financial objectives of the University of Arkansas System. A resultant contract will not be assignable without prior written consent of both parties.

## 1.6 CONTRACT INFORMATION

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

- A. The University of Arkansas may not contract with another party:
1. To pay any penalties or charges for late payment or any payment or charges which in fact are penalties for any reason.
  2. To indemnify and defend that party for any liability and damages. Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against 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; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.
  3. Upon default, to pay all sums to become due under a contract.
  4. To pay damages, legal expenses or other costs and expenses of any party.
  5. To conduct litigation in a place other than Pulaski County, Arkansas.
  6. To agree to any provision of a contract that violates the laws and constitution of the State of Arkansas.



- B. Contracts with the University of Arkansas will state that the laws of the State of Arkansas govern the contract.
- C. This Agreement and all matters or issues collateral to it shall be governed by and construed in accordance with the laws of the State of Arkansas.

A waiver by either party of any of the terms or conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.

If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

This Agreement may be modified or amended only by a written agreement, signed by contractor and an authorized representative of the University.

This Agreement constitutes the entire agreement between the parties and supersedes all prior other agreements or understandings, written or oral, prior to the signing of this document.

Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the University. The relationship of the vendor and University is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

## 1.7 EVALUATION AND SELECTION COMMITTEE

The University of Arkansas Audit and Fiscal Responsibility Committee of the Board of Trustees will form the Selection Committee for this RFP and shall make the recommendation for award of this contract.

## 1.8 OTHER CONDITIONS AND REQUIREMENTS

Preference will be given to vendors that have significant experience in the performance of NCAA Division I Agreed-Upon Procedures engagements.

The successful bidder(s) shall at all times observe and comply with federal and Arkansas state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the University of Arkansas System and all its officers, representatives, agents, and employees against any claim or liability arising from or

based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

Contractor hereby covenants and agrees at its sole cost and expense during the term of this Agreement to indemnify, defend and hold harmless the University (including for the purposes of this paragraph: its current and former Board members, officers, agents and employees) from and against any and all liability, loss, damage or expense (including attorney's fees and court costs) incurred by the University in connection with any claims or demands made by or on behalf of any person, firm, corporation or governmental authority, including, but not limited to any and all claims for injury, death to persons, or damages to property arising out of, attributable to, or in connection with the negligence of contractor (but excepting the negligent acts, omissions, or breach of contract by the University, its current or former Board members, officers, agents and employees) in contractor's performance under this Agreement. Contractor further agrees to defend the University at the University's request against any such claim, demand or suit. The University agrees to promptly notify contractor of any claim or demand against the University for which contractor is or may be responsible under this Paragraph.

To the extent the successful bidder shall have access to, store or receive student education records, the vendor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. The vendor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the University or as required by law. Vendor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, vendor shall return or destroy all student education record information within 30 days.

The successful vendor and the University agree that they will attempt to resolve any disputes in good faith. The vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

Disclosure is a condition of this contract and the University of Arkansas System cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the bidder's business, the bidder must state so in writing.

## 1.9 OPENING DATE AND LOCATION

To be considered, the sealed proposal must be delivered to the University of Arkansas Internal Audit Department, Attn: Mr. Jacob W. Flournoy, no later than the date indicated in Section 1.10, **Selection Process Timetable**. RFP's shall be publicly opened at that time and become public information under the laws of the State of Arkansas and the Arkansas Freedom of Information Act.

## 1.10 SELECTION PROCESS TIMETABLE

In order for each bidder to meet the proposal deadline, the following steps and time frames are presented:

### STEP 1: **DEADLINE FOR RECEIVING PROPOSALS**

Proposals must be received by the University of Arkansas Internal Audit Department no later than 3:00 p.m., May 5, 2017 at the following address:

Mr. Jacob W. Flournoy, CAE  
Internal Audit Department  
University of Arkansas System  
2404 North University Avenue  
Little Rock, Arkansas 72207-3608

Proposals received after 3:00 p.m. on May 5, 2017 will not be considered.

### STEP 2: **SELECTION OF THE FINALIST GROUP**

During the period of May 5, 2017 to May 24, 2017, proposals will be reviewed and evaluated. Appropriate personnel should be available for questions during this time frame.

### STEP 3: **FINAL NOTIFICATION OF SUCCESSFUL CONTRACTOR**

Notification will be given to the successful contractor on or before May 31, 2017.

## 1.11 INVOICE AND PAYMENT PROVISION

Vendor must submit, not less than every thirty days, a billing accompanied by a narrative supporting the percentage of the contract completed and indicating the associated data and documentation released to the University of Arkansas System Internal Audit Department.

All vendor billings will be evaluated in accordance with the quality of work delivered and percentage of work completed as related to the entire project. A bill for partial completion of a phase will be acceptable. A billing shall be based upon a schedule of deliverables. Full payment for each bill will be made within thirty days upon receipt of accepted monthly invoice.

Travel and maintenance expenses will be paid in full within 30 days upon receipt of monthly invoice. Failure to satisfy the contract deadline will result in contractor forfeiting any unpaid amount of contract for deliverables not completed.

The University of Arkansas System does not agree to pay interest charges or late fees on any amounts due to vendor. Payment will be made in accordance with applicable University of

Arkansas System accounting procedures. The University of Arkansas System may not be invoiced in advance of delivery and acceptance of services.

#### 1.12 REFERENCES

The vendor must supply a minimum of three client references, including details regarding experiences in providing the same or similar services to other universities with Division I and II Athletics programs of similar size. Experience with NCAA Division I agreed-upon procedures engagements is preferred. All references must be for contracts performed in the last three years. The references must include the name and address of the institution and the name, title and telephone number of a person at each reference who can be contacted regarding the contract.

#### 1.13 CERTIFICATION

The bidder must certify that all personnel necessary to accomplish the requirements of the RFP as proposed will be provided at no additional cost above the price proposed. Any costs not identified to the University must be borne by the bidder.

The bidder must list all personnel who will be expected to work on the project and indicate the percent of time estimated they will spend during the course of the project. Individual resumes of each of the project key personnel must also be included with this RFP with the previous experience on similar engagements.

#### 1.14 OFFICIAL COST SHEET

Bidders submitting a proposal must include a signed Official Cost Sheet. For the bid to be considered, an official authorized to bind the respondent to a resultant contract must include a signature in the blank provided on the RFP cover sheet and the Official Cost Sheet. The proposed cost must include a total dollar figure for each of the deliverables, as reflected on the Official Cost Sheet. All expenses must be included. It must be noted that the proposed cost is binding for 180 days following proposal opening (See Section IV).

#### 1.15 PRICES/ESCALATION CLAUSE

The prices submitted in the Official Cost Sheet shall be firm for the June 30, 2017 engagements. However, the annual prices may be different for future years based on the annual percentage increases indicated on the Official Cost Sheet.

In the event the University exercises its option to extend the term for additional years as allowed herein, Bidder agrees to negotiate any price increase it requests, and to supply the University with adequate pertinent documentation to support any price increase. Any extension will be in writing, and become effective when approved and signed by all appropriate officials.

#### 1.16 CONFIDENTIALITY AND PUBLICITY

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University of Arkansas. The Respondent is hereby warned that any part of its Proposal or any other material

marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University of Arkansas.

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

Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

#### 1.17 ERRORS AND OMISSIONS

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

#### 1.17 EXCUSED PERFORMANCE

In the event that the performance of any terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

#### 1.19 FUNDING OUT CLAUSE

If, in the sole discretion of the University, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then the University will not be obligated to pay any further charges for services, beyond the end of the then current period. The Company will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar service from a third party.

## 1.20 INDICIA

The respondents acknowledge and agree that the University owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University of Arkansas that are adopted and used or approved for use by the University (collectively the “Indicia”) and that each of the Indicia is valid. Neither any respondent nor Company shall have any right to use any of the Indicia or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the University without compensation.

## SECTION II

### 2.0 DELIVERABLES

Bidder must bid on all Agreed-Upon Procedures Reports for the University of Arkansas, Fayetteville, the University of Arkansas at Little Rock, the University of Arkansas at Pine Bluff, the University of Arkansas at Monticello and the University of Arkansas at Fort Smith. The contractor will apply the minimum agreed-upon procedures to the respective University's statements of revenues and expenses in compliance with the National Collegiate Athletic Association Constitution and in accordance with attestation standards established by the American Institute of Certified Public Accountants for the year ending June 30, 2017 for the campuses in Fayetteville, Little Rock and Pine Bluff. The timeline for the agreed-upon procedures to be performed by the firm chosen will be September through December following the fiscal year-end. **In accordance with NCAA regulations, the final report must be delivered to the management of each campus by January 15<sup>th</sup> each year of the engagement.** The presentation of the reports at the Audit and Fiscal Responsibility Committee of the University of Arkansas Board of Trustees will be required. Copies of previous Agreed-Upon Procedures Reports and the NCAA's Supplemental Instructions will be provided upon request to interested bidders.

## SECTION III

### 3.0 CRITERIA FOR SELECTION

In general, all proposals will be evaluated as to their ability to provide the requested services and financial objectives of the University. Specifically, the University will review all accepted proposals with particular emphasis on the following:

- A. Overall cost equals a factor weight of 45%.
- B. Contractor's expertise equals a factor weight of 45%, as determined by the following items.
  - Contractor's experience with engagements of comparable size and requirements.
  - References.
  - Training and certification of assigned personnel.
- C. Quality of Contractor's response to proposal requirements equals a factor weight of 10%.

### 3.1 ORGANIZATION, CLIENT AND EMPLOYEE PROFILE

Each vendor must provide organization, client and employee profile information to include the following items:

- Number of years in public accounting;
- Number of employees and experience in office providing NCAA Division I agreed-upon procedures services;

- Access to the organization's most recent external peer review report;
- Listing of at least three audit client references with specific names and phone numbers; and
- Names, levels and resumes of the specific employees with relevant experience who will provide services under this contract with the University of Arkansas. Any changes to the specific employees will need the approval of University management.



**SECTION IV OFFICIAL COST SHEET**

4.0 OFFICIAL COST SHEET ATTACHMENT

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**University of Arkansas, Fayetteville Agreed-Upon Procedures Report**

<u>PERIOD ENDING</u>	<u>TYPE OF COST</u>	<u>SEGMENT TOTAL</u>
June 30, 2017	Staff Cost	_____
	Reimbursables	_____
Engagement Total 2017		_____

Subsequent years' % increases not to exceed:

2018 \_\_\_\_\_ %  
2019 \_\_\_\_\_ %  
2020 \_\_\_\_\_ %  
2021 \_\_\_\_\_ %

**University of Arkansas at Little Rock Agreed-Upon Procedures Report**

<u>PERIOD ENDING</u>	<u>TYPE OF COST</u>	SEGMENT <u>TOTAL</u>
June 30, 2017	Staff Cost	_____
	Reimbursables	_____
Engagement Total 2017		_____

Subsequent years' % increases not to exceed:

2018	_____ %
2019	_____ %
2020	_____ %
2021	_____ %

**University of Arkansas at Pine Bluff Agreed-Upon Procedures Report**

<u>PERIOD ENDING</u>	<u>TYPE OF COST</u>	SEGMENT <u>TOTAL</u>
June 30, 2017	Staff Cost	_____
	Reimbursable	_____
Engagement Total 2017		_____

Subsequent years' % increases not to exceed:

2018	_____ %
2019	_____ %
2020	_____ %
2021	_____ %

**University of Arkansas at Monticello Agreed-Upon Procedures Report (Required in 2019)**

<u>PERIOD ENDING</u>	<u>TYPE OF COST</u>	SEGMENT <u>TOTAL</u>
June 30, 2019	Staff Cost	_____
	Reimbursables	_____
Engagement Total 2019		_____

**University of Arkansas at Fort Smith Agreed-Upon Procedures Report (Required in 2019)**

<u>PERIOD ENDING</u>	<u>TYPE OF COST</u>	SEGMENT <u>TOTAL</u>
June 30, 2019	Staff Cost	_____
	Reimbursables	_____
Engagement Total 2019		_____