



REQUEST FOR PROPOSAL

BU: AVCF RFP 05222023

SUBMIT BID RESPONSES TO:

By USPS: University of Arkansas – Business Services UPTW Rm 101 1 University of Arkansas Fayetteville, AR 72701

Procurement Official: Ellen Ferguson Proposal Due Date: June 23, 2023 Time: 2:30 PM CST Bid Description: Payment Card Industry Data Security Standards (PCI DSS) Compliance Services

By FedEx, UPS or another private carrier to Physical Location:

University of Arkansas – Business Services UPTW Room 101 1001 East Sain St. Fayetteville, AR 72703 (479) 575-2551

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 PACKAGE ALONG WITH BID. COMPANY NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.

NOTE: Formal bids are NOT accepted by fax or email. All bid submissions must be received and accepted by the Purchasing Office no later than the date and time designated on the official bid document, unless otherwise stated by the Procurement Official.

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

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. Acceptable signatures are ink or electronic.

Name (Type or Print): Title:

Signature: Date:

## STANDARD TERMS AND CONDITIONS

**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 SUPPLIERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.**

### 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 or as expressly stated in the RFP.
- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance as specified in the RFP results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.
- 5.4 Effective October 2022, supplier management will be handled through PaymentWorks. Suppliers must be invited by the university to register through PaymentWorks to establish a Supplier Account.

Additionally, Minority and Women-Owned businesses are encouraged to take the following steps for proper verification and identification through the Arkansas Office of State Procurement and Arkansas Economic Development Commission:

- 1) [Register](#) through the state of Arkansas Office of State Procurement (OSP) to receive an AASIS vendor ID#.
- 2) [Submit](#) your business to the Arkansas Economic Development Commission (AEDC) online searchable directory.
- 3) [Certify](#) your business through AEDC (optional, but requires AASIS ID)

6. **DELIVERY**

- 6.1 The RFP 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 Supplier and would have the same effect on all Suppliers.

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 Supplier shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the Supplier 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 Supplier 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.

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University of Arkansas – Business Services  
UPTW Rm 101  
1 University of Arkansas  
Fayetteville, AR 72701

Procurement Official: Ellen FergusonProposal Due Date: June 23, 2023 Time: 2:30 PM CSTBid Description: Payment Card Industry Data  
Security Standards (PCI DSS)  
Compliance Services**By FedEx, UPS or another private carrier to Physical Location:**

University of Arkansas – Business Services  
UPTW Room 101  
1001 East Sain St.  
Fayetteville, AR 72703  
(479) 575-2551

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA comprises 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 240 academic programs. The UofA contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2022, student enrollment totaled approximately 30,936. The faculty count totaled 1,490 and the staff count totaled 3,350. The UofA is one of the nation's top public research universities and the state's foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA among only 3 percent (3%) of universities in America that have the highest level of research activity.

**REQUIRED**

**Respondents must submit one (1) signed original (hard copy) and two (2) soft copies of their Proposal (i.e. USB Flash drive). USB's must match hard copy completely.**

**REQUIRED Additional Redacted Copy**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UAF and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate 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 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 Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on 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 **after** a notice of intent to award is formally announced. 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.

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

**IMPORTANT:** If questions are submitted to the University to clarify bid specifications or the scope of the bid, an individual response will be sent to the submitting party **only**. All question and answer documents will be immediately posted to the University Hogbid website, information and a link is listed here: <http://hogbid.uark.edu/index.php> for interested firms, companies, individuals to review. It is the responsibility of all parties to review the University official bid website, Hogbid, to be informed of all important information specific to the solicitation.

### **Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State 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. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, [include with Original and any required Copies] and can only be protected to the extent permitted by Arkansas law.

**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.

### **Disclosure**

#### **A. Contract and Grant Disclosure**

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

#### **B. Bidder Conflict of Interest Form**

Only when applicable, for any Request for Proposal ("RFP") that requires the disclosure of existing conflict of interest circumstances, the Bidder should complete the Bidder Conflict of Interest Form and submit with bid response. It is the responsibility of the Bidder desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and certification Form. The purpose of these forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas ("University") regarding any questions of conflict of interest shall be final.

### **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 Supplier 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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 Supplier 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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 Supplier does not completely meet these standards, the Supplier 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 reasonably 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, including any required reasonable accommodations.

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, 2019.

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://procurement.uark.edu/resources/documents/VPAT\\_Blank.pdf](http://procurement.uark.edu/resources/documents/VPAT_Blank.pdf)

Note: All Suppliers 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 Supplier will assign technical personnel who understand accessibility to the

task. If a component of a VPAT does not apply, it is up to the Supplier 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 applicable) could result in bid disqualification.**

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

Merchandise that carries a University logo or trademark must be purchased from Suppliers 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**

Supplier 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 Supplier agrees as follows: (a) the Supplier 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 Supplier 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 Supplier 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 Supplier will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Supplier.

**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.

#### **Performance Timeline**

Contractor agrees to begin performance of this Agreement within ten (10) calendar days after it receives notice from the University that the Agreement has received legislative approval, if necessary, or the final contract has been signed by both parties, whichever is later (the “Commencement Date”). Time is of the essence in the Contractor’s performance of this contract. If the Contractor fails to meet certain milestones within a specific timeline, the University will sustain damages. Therefore, if Contractor fails to complete certain services with the time limits herein specified, Contractor shall pay to the University, as liquidated damages and not in the nature of a penalty, the amount specified below, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that the University will sustain in the event of any such delay. Said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said liquidated damages amount shall be deducted from the amount due to Contractor.



<b>Performance Milestone</b>	<b>Completion Deadline (calculated from the Commencement Date)</b>	<b>Liquidated Damages</b>
If there is a default in the performance of any of the material terms, conditions or covenants contained in this Agreement or Contract	3 months	20% of the total initial cost and annual fee
If there is failure to cure in the performance of any material terms, conditions or covenants contained in this Agreement or Contract	3 months	15% of the total initial cost and annual fee
If there is failure to perform in the performance of any material terms, conditions or covenants contained in this Agreement or Contract	6 months	10% of the total initial cost and annual fee

**Prohibition on Contracting**

In accordance with Ark. Code Ann. § 25-1-503, Supplier hereby certifies to University that Supplier (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Agreement/PO/Contract not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Supplier breaches this certification, University may immediately terminate the Agreement/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**Processing of Personal Data – European Union General Data Protection Regulations**

With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union (EU), each party certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU’s General Data Protection Regulations (“GDPR”). The parties have or will specify the subject matter and duration of the processing; the nature and purpose of the processing; and the type of personal data and categories of data subject. Supplier (Processor) will only act on the written instruction of the University (Controller) and will assist the University in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects’ requests, and allowing data subjects to exercise their rights. Supplier will ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of the University and under a written contract. Supplier consents to audits and inspections as necessary to ensure compliance with these provisions. Supplier shall return, or, at the University’s discretion, delete all personal data obtained from the University (and any copies thereof) at the end of the contract and submit whatever information the University needs to ensure that both parties are meeting their GDPR Article 28 obligations.

**Dun and Bradstreet DUNS Number**

We highly encourage all University of Arkansas contract Suppliers 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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**MINORITY AND WOMEN-OWNED BUSINESS REPORTING**

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

- Ten percent (10%) for minority business enterprises with two percent (2%) allocated for service-disabled veteran-owned minority business enterprises; and eight percent (8%) for all other minority business enterprises; and
- Five percent (5%) for women-owned business enterprises

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 and 22-9-203 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects, including capital improvement projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

To ensure the University of Arkansas is meeting its goal to support minority and women-owned businesses, we ask that contractors disclose if they, or, if applicable, any subcontractors, are minority or women-owned businesses.

**Instructions:**

Please check the appropriate statement below:

- Minority and Women-Owned Business Information Attached.**
- Minority and Women-Owned Business Information Not Applicable.**

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain files of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.



**EQUAL OPPORTUNITY POLICY REQUIREMENT  
FOR CONTRACTORS**

Pursuant to Arkansas Code Annotated § 19-11-104, any prospective contractor who is responding to a formal bid request, request for qualifications, or negotiating a contract with the state for professional, technical, or general services, must submit their most current equal opportunity policy (EEO Policy). This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is \$25,000 or greater. If contractor does not have an established EEO Policy, please indicate this fact in your response below.

This is a mandatory response requirement when submitting a formal proposal or entering a service contract as outlined above. Submit this completed and signed form, and associated attachments, with your proposal or contract.

**Instructions:**

Please check the appropriate statement below:

**Current EEO Policy Attached.**

**EEO Policy Not Available.**

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain files of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.



# UNIVERSITY OF ARKANSAS

## ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, state agencies are not allowed to enter into contracts for the procurement of public, professional, technical or general services, or any category of construction with any contractor who employs or contracts with illegal immigrants. This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is \$25,000 or greater.

Contractor(s) must certify with the state, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. This certification process is a mandatory requirement. Submit this completed and signed form, and your online screenshot of certification, with your proposal or contract. Failure to certify may result in rejection of your proposal, and no contract award will be made to a contractor who has not so certified.

### Instructions:

- Contractor(s) are to certify online: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>
- Print screenshot of your online certification and submit with proposal or contract.
- Please check the appropriate statement below and include response:

We have certified online that we do not employ or contract with any illegal immigrants, and screenshot of certification is attached.

Date online certification completed:

We have NOT certified online at this time, and we understand that no contract can be awarded to our business until we have done so.

Reason for non-certification:

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

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

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

For questions, please contact the Procurement Department by calling (479) 575-2551.



**BIDDER CONFLICT OF INTEREST FORM**

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a Supplier or individual (“Bidder”) desiring to be considered for a bid award to complete and return this form, along with the attached Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Bidder being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Bidder, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Bidder from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Bidder is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Bidder's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Bidder or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Bidder or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Bidder or has at least one common owner or shareholder with the Bidder.

Each Bidder must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Bidder.

Name	Relationship	Description

*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_



### RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a Public Entity shall not enter into a contract valued at \$1,000 or greater with a contractor unless the contract includes a written certification that the contractor is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract with, any Public Entity as defined in § 25-1-503\*. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting Public Entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

\* “Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

For questions, please contact the Procurement Department by calling (479) 575-2551.

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

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

YOUR LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ COUNT  
RY: \_\_\_\_\_

***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? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

### F O R A N E N T I T Y ( 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								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
  
2. I will include the following language as a part of any agreement with a subcontractor:  

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
  
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency \_\_\_\_\_ Agency \_\_\_\_\_ Agency \_\_\_\_\_ Contact \_\_\_\_\_ Contract  
Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_