

University of Arkansas at Fort Smith

5210 Grand Avenue
Fort Smith, AR 72904



REQUEST FOR PROPOSAL AX-25-001

COURSE/FACULTY EVALUATION SOFTWARE

SOLICITATION INFORMATION			
Bid Number:	AX-25-001	Solicitation Issued:	10/7/24
Description:	Course/Faculty Evaluation Software		
PROPOSALS MUST BE RECEIVED NO LATER THAN:			
October 28, 2024, 2:00 pm CST			
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of responders to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the responder without further review. It is not necessary to return "no bids".</p> <p>Received proposals will be acknowledged but will remain unopened until the date and time of bid opening.</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	Bid responses should be emailed directly to lance.killough@uafs.edu . It is recommended that the responder confirm receipt. Email subject line should read: AX-25-001 Course/Faculty Evaluation Software		
UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Lance Killough	Issuing Officer's Contact Info:	Tel. 479-788-7041 Email lance.killough@uafs.edu

INTRODUCTION

SECTION 1

1.1 OVERVIEW & PURPOSE

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Fort Smith (“the University” or “UAFS”), is seeking competitive responses from software companies for a secure online course/faculty evaluation solution.

This is a bid for a new service. This RFP process will be an open-minded review of all options available to UAFS and is not intended to only satisfy statutory requirements of Arkansas procurement law and contract term limits.

This RFP is seeking to award a contract to the vendor that can provide the best solution and overall value to the University. This value will be determined by UAFS based on the overall competence, compliance, format and each RFP response and virtual demonstration, as necessary.

1.2 BACKGROUND OF UAFS

The University of Arkansas at Fort Smith was established in 1928 as a junior college extension of the public-school system. Most of its history is that of a two-year institution that has operated under several names including Fort Smith Junior College, Westark Junior College, Westark Community College, and Westark College.

On December 15, 2000, the respective governing boards of Westark College and the University of Arkansas System entered into an agreement to merge Westark with the System as a four-year, baccalaureate institution. UAFS became a four-year university and joined the UA System on January 1, 2002.

Please visit <https://uafs.edu/> to learn more about the University.

The University enrollment figures for the last five years are indicated below.

Fall 2019 – 6,264
Fall 2020 – 5,887
Fall 2021 – 5,444
Fall 2022 – 5,360
Fall 2023 – 5,514

Distance Learning: Distance learning is an essential component for fulfilling the academic mission of the University of Arkansas at Fort Smith. UAFS incorporates synchronous and asynchronous learning via the Blackboard Learning Management System (LMS). Faculty may conduct instructional presentations and exams through the Blackboard Learning System with many online instructional tools, such as discussion forums, video, web pages, etc. Students will submit coursework and projects electronically. Students communicate with their faculty through email, online office hours, and other collaborative tools. The university requires that all final exams in online classes must be proctored and many faculty members prefer to have all online exams proctored. The university is interested in providing flexibility for testing in hybrid and online classes. We currently offer multiple degrees that are totally online and several others that have online classes available. During the 2021-22 academic year, UAFS offered 683 full-online classes and 128 hybrid classes.

SCOPE OF WORK

SECTION 2

UAFS is looking for an online evaluation platform to administer, manage, and report on faculty/course evaluations that are tied to courses as well as generic evaluations that require no course. We are looking for a solution that implements ways to increase response rates, have dynamic reporting, and is easy to manage that works with Banner and Workday student information systems while having a minimum impact on cost.

2. Specifications

1. Critical Needs

- 1.1. The proposed system must be able to create evaluations based on course/section that is tied to an instructor and their respective department and college.
- 1.2. The proposed system must be able to create evaluations non-course-based surveys that may or may not have an individual user tied to the response, i.e. ballots or satisfaction surveys.
- 1.3. The proposed system needs additional ways to increase response rates, i.e. extra ways to notify students, certificates of completion, QR codes, etc.
- 1.4. The proposed system must have ways to dynamically attach different question sets based on selection criteria.
- 1.5. The proposed system must have a dynamic way of when to choose when students are or are not allowed into a survey.

2. Critical Interfaces

- 2.1. The proposed system must be compatible with Banner (current) and Workday (2025 onward) student information systems.
- 2.2. The proposed system will ideally interface with Blackboard so students have a secondary way to access their survey.
- 2.3. Provide information on the data elements that the University will need to provide as a part of the interface/data feed.
- 2.4. Vendor must describe the method used for transferring data to and from the University.

3. Critical Reporting Needs

- 3.1. Staff, faculty, and administrators will need access to their areas evaluation results and response rates. The areas can be defined as any evaluations tied to you as an individual, any evaluations tied to a particular department, or any evaluations tied to a particular college, with each area rolling up into the next.
- 3.2. The proposed system must have ways for faculty and administrators to get detail or summary level reporting based on section/term/academic year.
- 3.3. The proposed system will allow any administrator to specify when evaluations open and close (ideally dynamically).
- 3.4. The proposed system will allow an administrator to specify when evaluation results open to their respective areas (ideally dynamically).

ANTICIPATED SCHEDULE OF EVENTS
SECTION 3

ID	Event Description	Date
1	Release of RFP	October 7, 2024
2	Questions from bidders due	October 14, 2024; 4pm CST
3	Answers to questions posted*	October 18, 2024
4	RFP response deadline	October 28, 2024; 2pm CST
5	Virtual Demonstrations (if needed)	Week of October 28, 2024 (tbd)
6	Notice of intent to award*	November 4, 2024

*Anticipated Dates.

SELECTION CRITERIA SECTION 4

4.1 EVALUATION AND SELECTION PROCESS

UAFS will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of UAFS.

It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible firm(s), who submits the best *overall* proposal based on an evaluation of all responses. Selection shall be based on UAFS assessment of the responder's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals.

Submission of a proposal indicates proposer's acceptance of the evaluation technique and proposer's recognition that some subjective judgments must be made by UAFS during the assigning of points.

Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

- | | |
|---|--------------------|
| A. Integration with Banner/Luminis/Blackboard/Workday | (10 Points) |
| B. Ability to implement non-course based surveys; i.e. Ballots or Satisfaction Surveys | (15 Points) |
| C. Ways to improve response rates; i.e. QR codes, certificates of completion, etc. | (15 Points) |
| D. Availability of reports to both faculty and administration | (15 Points) |
| E. Services provided | (10 Points) |
| F. Completeness and clarity of proposal | (5 Points) |

The proposal itself must contain all the components below:

A transmittal cover page, including the RFP Name and RFP Number. The cover page should be signed by the responding company's official authorized to commit such proposals.

Correspondence with all respondents will be by email. The respondent's email address must be provided in the cover letter.

- | | |
|---|--------------------|
| G. Cost to both the University and the student | (30 Points) |
|---|--------------------|

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 150 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the responder on the Official Bid Price Sheet, but subsequently incurred, will be borne by the responder.

Points shall be assigned for the cost of the specific components and services, which comprise the overall system, including annual maintenance cost, as follows:

- Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
- The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.

- Remaining bids will receive points in accordance with the following formula:

$$(a/b)(c) = d$$

a = lowest cost bid in dollars

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for Cost category (20)

d = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

4.2 AWARD

This contract shall be awarded to the bidder who has met all the requirements of this RFP and has the *highest* score on the evaluation as determined by the evaluation committee.

PROPOSAL AND GENERAL REQUIREMENTS

SECTION 5

PROPOSAL FORMAT

Contractor's proposal should include the following information in the order specified. If the Contractor fails to provide any of the following information, the University may, at its sole option, ask the Contractor to provide the necessary information, evaluate the proposal without the missing information or consider the proposal to be nonresponsive.

1. **Introductory Cover Letter**. Include contact names and email addresses for those who will be the points of contact during this RFP process.
2. **Acknowledgement of any Addenda** issued that modifies, supplements, or interprets any portion of this RFP.
 - This RFP shall be modified only by an addendum written and authorized by the University. No verbal or written information.
 - The University reserves the right to issue an addendum no less than three (3) calendar days prior to the bid opening to extend the bid opening and may or may not include changes to the RFP.
 - All addenda so issued shall become part of the specification and bid documents.
3. **Exceptions**. List any specifications, requirements, terms, conditions, and provisions in the RFP that the Contractor will not conform to.

GENERAL INSTRUCTIONS

Issuing Officer. The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the issuing officer. For questions on submission procedures, see **Clarification of RFP and Questions**.

Bid Opening. Emailed submissions will remain unopened until the time and date of the bid deadline.

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening.

Clarification of RFP and Questions

- a. Any questions requesting clarification of information contained in this RFP **must** be submitted in writing via email to lance.killough@uafs.edu by 4:00 p.m. Central Time on or before September 25, 2024.
 - i. For each question submitted, vendor should reference the specific solicitation item number to which the question refers in the subject line of the email.
 - ii. Vendors' written questions will be consolidated and responded to by the University and issued as an Addendum. The University's consolidated written response is anticipated to be posted to the [Procurement Services](#) website by the close of business on September 27, 2024 .
- b. Vendors may contact the Issuing Officer with non-substantive questions at any time prior to the bid opening.
- c. No oral statement by the University is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the University.

Required Copies and Redacted Copy. Contractor must submit:

- a. One (1) electronic copy of the proposal by email or on a flash drive, preferably in PDF.
- b. One (1) redacted (marked "REDACTED") copy of the proposal, preferably on a flash drive. **(See Proprietary Information)**

Proprietary Information. UAFS will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the University until the notice of intent to award has been completed.

- a. UAFS will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
- b. All proposers are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and UA Fort Smith will assess the validity of said claim in advance of any release.

Virtual Demonstrations. Upon receipt of proposals in response to this RFP and the University's subsequent review of such proposals, the University, at its sole discretion, may invite Proposers to provide a virtual demonstration for the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the proposal.

Minority Business Policy

Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

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

Equal Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the responder's Equal Opportunity (EO) Policy prior to issuing a contract award.

Prohibition of Employment of Illegal Immigrants

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify on the Office of State Procurement's website (in the link provided stating that they do not employ or contract with illegal immigrants.

Technology Access

- A. 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 technology meets the statutory requirements found in 36 C.F.R. §1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) 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.

- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, 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:
1. 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
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. 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 non-visual means
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product 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.
- D. 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.
- E. 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.

Publicity. Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

Reservation. This solicitation does not commit UAFS to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

Intergovernmental/Cooperative Use of Competitively Bid Proposals and Contracts

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation.

General Requirements – State of Arkansas.

- All bidders shall conform to the requirements of Arkansas Code Annotated 17-25-101, Arkansas State Licensing Law for Vendors.
- Pursuant to Ark. Code Ann. 229203, the Owner encourages all small, minority, and women owned business enterprises to submit bids for capital improvements. Encouragement is also made to all general Vendors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- All bidders must hold a current General Vendors License. License must be valid in the state of Arkansas and accepted by Ark. Code 17-25-101.
- Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for Vendors, and shall be licensed before the bid is submitted, except as otherwise provided for federally funded projects, and therefore excepted by Ark. Code Ann. §17-25-315.
- The Owner reserves the right to waive any formalities in, or to reject any or all bids.
- No bidder may withdraw his bid within 60 days after the date of the opening thereof.
- The University of Arkansas at Fort Smith is an Equal Opportunity Employer and complies with the requirements of the Americans with Disabilities Act.
- Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor's Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract which does not obligate the Vendor to require the submission of Disclosure forms for subvendors.

Restriction of Boycott of Israel

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

CONTRACT REQUIREMENTS

SECTION 6

7.1 CONTRACT PERIOD

The required services described herein are to commence with a mutually agreed upon start date. The initial term of any contract resulting from this RFP ("Term") will be for a period of one (1) year. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of seven (7) years if mutually agreed upon in writing by the Contractor and the University.

7.2 CONTRACT TERMINATION AND ASSIGNMENT

UAFS shall have the right to terminate the resulting contract for any reason during its term, upon giving a minimum of sixty (60) days' notice to the other party. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

The resulting contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds for immediate termination of the contract.

7.3 FORMATION OF THE AGREEMENT/CONTRACT

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

- A. Accept a proposal as written by issuing a written notice to the selected Contractor, which refers to the Request for Proposal and accept the proposal submitted in response to it.
- B. Enter negotiations with a single firm to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Bidder should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

The contents of this RFP will be incorporated into the final contract documents. The following order of precedence shall apply:

1. Agreement
2. Proposal
3. RFP

7.4 LIABILITY

Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

7.5 GOVERNING LAW AND VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

7.6 SOVEREIGN IMMUNITY

The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the University agrees that: (a) it will cooperate with the Vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the Vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

7.7 ATTORNEY'S FEES

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

7.8 NOTICE

Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, AR 72207-3608
Fax: 501-686-2517

7.9 LAWS, LICENSES & TAXES

Without additional expense to the University, the Contractor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

7.10 FORCE MAJEURE

Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

7.11 CONTRACT PAYMENT / INVOICES

All invoices shall be forwarded to the UAFS Accounts Payable Office by using accountspayable@uafs.edu and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.

**OFFICIAL PRICE SHEET
SECTION 7**

If pricing is dependent on any assumptions that are not specifically stated on this Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. All pricing set forth in any response to this RFP shall be unconditionally guaranteed for a minimum of six months from the published due date for responses to this RFP.

The University will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

Vendor may use additional sheet if pricing model is different than the one provided.

ITEM	DESCRIPTION	PRICE	
1	Implementation Cost (if any)	\$	
2	Training & support fees (if any)	\$	
3	Annual maintenance (if any)	\$	
5	Other	\$	
4	Total Cost	\$	

BID SIGNATURE / ACKNOWLEDGEMENT PAGE AX-23-001

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposer to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO. _____

ADDENDUM NO. _____

ADDENDUM NO. _____

Signature

Name & Title (Typed or Printed)

Company Name

Address and Telephone

Employer Identification Number



COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater. A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: _____ Vendor Name: _____

Vendor Signature

Date

ATTENTION BIDDERS – EO POLICY

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

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 the 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 at Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

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

Please complete and return the attached form with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

EO Policy attached

EO Policy previously submitted to UAFS Procurement Department

Company or Individual Name:

Title: _____ **Date:** _____

Signature _____

RFP CHECKLIST

- Introductory Cover Letter
- Exceptions (any exceptions to this RFP, contract or state requirements, etc.)
- Bid Signature / Acknowledgement Page
- Official Price Sheet - Price Proposal
- Contract & Grant Disclosure
<https://www.transform.ar.gov/wp-content/uploads/2020/04/contgrantform.pdf>
- EEO Policy
- Combined Certification Form for Contracting with the State of Arkansas
<https://www.transform.ar.gov/wp-content/uploads/Combined-Certifications-Form-060424.pdf>
- VPAT (required for software) A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: http://www.uafs.edu/sites/default/files/Departments/vpat-fill-in_blank.pdf.

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

IS THIS FOR:

TAXPAYER ID NAME: Goods? Services? Bot ?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	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

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	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 to or after 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. _____

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