



UNIVERSITY OF
CENTRAL
ARKANSAS™

Request for Proposal

RFP #UCA-24-013

Alternative Funding for Specialty Medications

PROPOSALS MUST BE RECEIVED BEFORE:

September 19, 2023 at 10:00 a.m. CST

Proposal Delivery Address and Opening Location:

**UNIVERSITY OF CENTRAL ARKANSAS
PROCUREMENT OFFICE
201 DONAGHEY AVE. WINGO 113
CONWAY, AR 72035
(501) 450-3173**

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SECTION I: GENERAL INFORMATION

A. INTRODUCTION TO UCA

The University of Central Arkansas (UCA) is seeking proposals from qualified alternative funding vendors to provide specialty drug funding management services for its self-funded medical plans which cover approximately 1,250 employees and 2,400 members.

Founded in 1907, UCA aspires to be a premier learner-focused public comprehensive university, a nationally recognized leader for its continuous record of excellence in undergraduate and graduate education, scholarly and creative endeavors, and engagement with local, national, and global communities.

B. PROPOSAL INTENT

UCA intends to provide its approximate 2,400 members with a specialty Rx carve out service that secures alternative funding for medications. By offering this program, UCA will be able to better direct its members in controlling their pharmacy expense. With that goal in mind, UCA is seeking the best service and net value through this RFP process.

C. CONTRACT TERM

The period concerning this RFP begins January 1, 2024 through December 31, 2024, with the potential for contract continuation through subsequent periods. Contract time cannot exceed a total of seven (7) years.

Respondents should consider that this solicitation is for a one (1) year contract with the option for UCA to terminate at any time with 90 day notice.

D. PROPOSAL CONFIDENTIAL INFORMATION

If a respondent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, the respondent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on the part of the proposal believed to be protected from disclosure.

The respondent must also submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. UCA will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded.

The respondent is hereby put on notice that UCA may consider all or parts of the offer public information under applicable law even though marked confidential.

E. SPECIALTY MANAGEMENT SERVICE DESCRIPTION

In an effort to substantially reduce out-of-pocket costs for members while achieving overall savings for UCA, the plan sponsor requires the vendor to secure alternative funding of specialty medications for the UCA prescription drug program. The vendor must:

- Integrate with the current Pharmacy Benefit Manager (Magellan Rx)
- Coordinate with clinical consultant (Stephens Insurance)

- Work with UCA to enroll members in funding programs for specialty medications that may fund all or part of the medications cost.
- Ensure all appropriate prior authorization criteria and formulary rules are followed as part of their process
- Have proposed plan document language that can be provided to plan sponsor.

F. RIGHT OF REFUSAL

UCA reserves the right to accept or reject any and all responses submitted to this RFP. UCA reserves the right to withdraw the RFP at any time. This RFP document should in no way be construed as a commitment to purchase on the part of UCA. All decisions are made by UCA, and are final.

G. EVALUATION CRITERIA

UCA is seeking a qualified firm with the ability to provide Prescription Drug Management Services. The successful firm will be able to meet UCA’s performance goals while minimizing costs.

The Evaluation Committee will consist of UCA staff and any other person(s) designated by the UCA. The Panel will evaluate the proposals based on, but not limited to, the following criteria:

- Ability to provide all requested services (30 points)
- Related experience with similar projects, company background and personnel qualifications (30 points)
- Fee Schedule: completed and signed (under separate sealed cover) (40 points)
- Proposers selected for final evaluation may be required to participate in an interview. This allows the opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement will schedule time and location for any required interviews. Those that are selected as Finalist will be scored on their presentation, response to questions, overall team qualifications, project approach, remaining on topic and staying in the allotted, designated amount of time. (100 points)

H. PROPOSAL PROCESS INFORMATION

Proposal Timeline

Issue RFP	<i>August 11, 2023</i>
Deadline for Written Inquiries	<i>August 23, 2023</i>
Questions Answered	<i>September 1, 2023</i>
Proposals Due	<i>September 19, 2023</i>
Possible Finalist Interviews, if needed	<i>October 9, 2023</i>
AR Legislative Approval (UCA must have a contract to submit no later than October 23, 2023)	<i>November 14, 2023</i>
Board of Trustee Review	<i>December 1, 2023</i>
Contract Effective Date	<i>January 1, 2024</i>

Proposal forms and specifications are available on the UCA web site at <http://www.uca.edu/procurement> and must be delivered to the University of Central Arkansas Procurement Office, 201 Donaghey Avenue, Wingo Hall Ste. 113, Conway, Arkansas 72035, up to but not later than, September 19, 2023 at 10:00 a.m.

Submit one (1) ORIGINAL hard copy, seven (7) electronic copies (excluding the cost proposal), and one (1) redacted copy on flash-drives of all proposal documents. Flash drives must clearly identify the company name.

Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Proposals must be mailed allowing adequate time for delivery or hand delivered. No proposals will be accepted via email.

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY. Cost proposal must be enclosed in a separate sealed envelop and marked as such. Any reference to cost(s) included with the technical/business proposal will result in offeror's proposal being rejected. The technical/business proposal will be evaluated prior to the cost proposal contents being reviewed.

UCA reserves the right to reject any and/or all proposals received.

Issuing Officer:

Meghan Cowan, Assistant Director of Procurement
Phone: (501) 450-5013
Email: meghanp@uca.edu

Contract Administrator and Project Officer:

Taylor May, Total Rewards Manager
Phone: (501) 450-5052
Email: tmay5@uca.edu

Firm is responsible for visiting the Procurement website for any and all addendums/clarifications/questions/answers on the UCA website at: <http://www.uca.edu/procurement>

The following sections should be included in the firm’s proposal response:

SECTION I: CONTACT INFORMATION

. Provide responses for any subcontractors, retail, specialty and mail service if applicable.

Name	
Street Address	
City	
State	
Zip Code	
Web Address	
Contact for this Proposal	
Contact E-mail Address	
Contact Phone Number	

Please list any companies and complete contact information as outlined above to which you subcontract services.

Please provide the following responses about your organization.

SECTION II: QUESTIONNAIRE

1. Provide general description of your alternative funding program.
2. How many employers do you currently provide services for?
3. How many covered lives does your program provide services for?
4. What other public universities or state funded employers do you provide services for?
5. What PBMs do you currently integrate with? (File Exchanges, Coordination of Member Care). Provide overall process around PBM integration.
6. Describe your cyber security protocol.
7. Describe your process for implementation.
8. Describe your implementation timeline.
9. How many drugs were discontinued from your program in calendar year 2022?
10. What is your book of business success rate for enrolling members in USA-based programs that fund cost of specialty medications?
11. Please confirm that international funding or procurement of specialty medications not part of your program is an optional service that is not required to be utilized
12. Is your company currently involved in any litigation, mergers, or other action that would have an impact on your bid? If so, please describe.
13. Describe process to calculate savings and results.

14. What is your proposed fee and preferred fee structure? List all costs fees and charges that may be billed to UCA. What is the anticipated annual total fee?
15. Will you provide financial guarantees? If so, how will they be calculated?
16. How frequently will UCA be billed?
17. Describe the member experience. What processes are in place for a member who fails to qualify?
18. Please confirm UCA may terminate services at any time with 90 days' notice

SECTION III: PRICING

Please use the Claims Detail Report (Appendix 1) to provide a savings analysis, including any program fees. Submit cost of each drug in the attached file that your program manages. Label as attachment 3. Claims Detail Report available upon request. Please send request to Meghan Cowan, meghanp@uca.edu.

SECTION IV: SUMMARY OF ATTACHMENTS

A. REQUIRED ATTACHMENTS

1. Signature Certification Page (p.25)
2. Firm's References (p.26)
3. Savings analysis including estimated fees
4. Firm's EO Policy (p.28)
5. Firm's Illegal Immigrant Certification (p.29)
6. Firm's Restriction of Boycott of Israel Certification (p.30)
7. Contract and Grants Disclosure (p.31-32)
8. Proposed service agreement
9. Proposed plan language for the Summary Plan Description (SPD)
10. List of drugs available for your program
11. Samples of member communication documents
12. Samples of resource documents for UCA human resources

B. SUMMARY OF INFORMATION PROVIDED

1. Appendix 1: Claims Detail Report-*Available upon Firm's request.*

SECTION V: PROCUREMENT

RULES OF PROCUREMENT

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should e-mail or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Procurement Timetable.

Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be August 23, 2023 at 3:00 p.m. central standard time. All questions must be marked "Questions: and the proposal number indicated on the e-mail or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed or faxed to all organizations that received a copy of the Request for Proposal.

Requests for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

Cost of Preparing Proposals

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

Disposition of Proposals

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Procurement Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The

State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

Acceptance of Proposals

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However, the University may waive minor irregularities. The Director of Procurement completes this phase.

The University of Central Arkansas will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening and calculation of the cost proposal by the Director of Procurement, and reviewed by the evaluation committee appointed by the University of Central Arkansas.

Award Notice

The notice of intended contract award will be sent to all respondents, by e-mail.

Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice

of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting wards may be obtained by contacting the issuing Officer.

SECTION VI: UCA STANDARD TERMS AND CONDITIONS

I. GENERAL

1. Parties. As used in these Terms and Conditions, “University” refers to the University of Central Arkansas that issues a purchase order (PO) or enters into an agreement incorporating these terms. “Vendor” refers to the party to which a purchase order is issued by the University, or to a party to another form of agreement with the University.

2. Application. These Terms and Conditions are incorporated by reference in each PO issued by the University and may be incorporated by reference in a written agreement between the University and a Vendor. Any terms or conditions included in a PO issued by University or in a separate written agreement between University and Vendor take precedence over these Terms and Conditions, unless provided otherwise in such PO or agreement.

3. Debarment and Suspension. Vendor shall not be eligible to contract with the University for goods or services covered by the Arkansas Procurement Law if Vendor is presently debarred or suspended pursuant to Ark. Code Ann. § 19-11-245. Vendor shall not be eligible to contract with the University to provide goods or services that are a “covered transaction” within the scope of the Federal Acquisition Regulation or similar Federal law if Vendor is presently disbarred under Federal law. The University may immediately terminate the PO or agreement if the University determines that Vendor has been disbarred or suspended.

4. No Other Terms Accepted. No additional terms or conditions shall be effective without the written consent of the University. The University expressly rejects any terms or conditions proposed or published by Vendor. In the event of a conflict between these Terms and Conditions and Vendor’s proposed terms, these Terms and Conditions shall control.

II. PURCHASING

1. Prices. In case of errors in extension, unit prices shall govern. Prices shall be firm and not subject to adjustment or deviation unless specifically approved in writing by the University prior to delivery.

2. Discounts. All cash discounts offered will be taken if earned.

3. Taxes. The University is not exempt from paying sales or use taxes, except on those items and /or purchase transactions that are specifically exempted by law. When applicable, sales or use tax must be itemized on invoices.

4. Shipment. All products to be delivered to the University shall be shipped only FOB Point of Destination or, in the case of international shipments, delivered to the point of destination specified by the University, cleared for import and with all applicable duties and taxes paid. Risk of loss for products shall pass to the University upon delivery of the products to point of destination designated by the University.

5. Backorders or delay in delivery. Backorders or failure to deliver within the time required may, at the sole discretion of the University, be deemed an event of default. Vendor must give written notice to the University Procurement Department of the reason for any such delay and the expected delivery date. The University's Procurement Department may, in its discretion, extend the date of delivery.

6. Delivery requirements. No substitutions or cancellations are permitted without approval of the University Procurement Department. The delivery shall be made during University work hours only (generally, 8 a.m. – 4:30 p.m., Central Standard Time, though slightly varies depending on particular campus, and closed Saturday, Sunday and University Holidays), unless prior approval for other delivery has been obtained. Items should be shipped to the "Ship-To" address listed on the PO or agreement. .

7. Variation in quantity. The University assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the PO.

8. Duties and customs fees. All duties and customs fees shall be paid in advance by the Vendor prior to shipping any product for import or export to the University.

9. Permits and licenses. Vendor shall, at its own expense, procure and keep in effect all necessary permits, certifications or licenses as required by law or as otherwise required to fulfill the PO or agreement.

10. Inspection and testing. All goods and other products furnished will be subject to inspection and acceptance by the University after delivery. Failure to meet the agreed upon product or services specifications entitles the University to cancel the PO or agreement, to reject some or all of the goods or services, to purchase replacement goods or services elsewhere and to charge the full increase, if any, in cost and handling to Vendor, and to obtain from Vendor a refund of all monies paid by the University. Payments made by the University to Vendor shall not be deemed a waiver of the University's rights or remedies.

11. Time of the Essence. Vendor and University agree that time is of the essence in all respects concerning the PO and the performance of the obligations thereunder.

III. PAYMENT

1. Invoicing. The Vendor will be paid in a timely manner upon submission of a properly itemized invoice, after delivery and acceptance of goods or services by the University. All invoices must be sent to the “Bill To” point listed on the University purchase order, and must also include the following additional information where applicable:

- The complete name and remittance address of the Vendor
- Invoice Date
- Invoice Number
- Purchase Order Number
- Itemized listing of purchases, to include a description of the merchandise and/or services, unit price and extended line total
- Name and location of department for whom the goods or services were provided.
- Discount payment terms
- Itemized taxes.

2. Interest and Late Charges. Under Ark. Code Ann. §§ 19-4-706 and 19-11-224, the University shall not pay interest or late charges until 60 days after payment is due.

3. Deposits. The University may not make payments in advance of receiving goods or services. Title to any amount remitted by the University as a deposit remains with the University pending completion of the transaction and shall be immediately returned by Vendor to the University in the event that: (a) the Vendor does not deliver the agreed upon product, service or performance when and as agreed; (b) the agreement or PO is terminated by the University for cause; or (c) if either party is unable to perform its obligations under the agreement or PO as a result of an Excused Performance Event (as defined in these Terms and Conditions).

4. Payment Instructions. Vendor agrees that in the course of making payments the University is entitled to rely on information contained in written or electronic communications that the University reasonably believes have been transmitted or authorized by Vendor. Vendor shall hold the University harmless against any loss or damage related to or arising from University’s reliance on such communications.

IV. MINIMUM STANDARDS

1. Service Warranties. Vendor shall perform all services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally accepted standards for similar services in Vendor’s industry,

trade or profession, and shall devote adequate resources to timely meet its obligations under the PO or agreement.

2. Product Warranties. Unless otherwise specified in a PO or a separate written agreement, all items shall be newly manufactured, in first class condition, latest model and design and shall include, where applicable, containers suitable for shipment and storage. Vendor guarantees that everything furnished will be free from defects in design, workmanship and material and that items sold by drawing, sample or specification will conform thereto and will serve the function for which furnished under the PO or agreement (“Specifications”). Vendor further guarantees that if the items furnished are to be installed by the Vendor, such items will function properly when installed and any manufacturer warranties will be assigned to the University. Vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration of the items furnished. Vendor’s obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

3. Confidentiality of Student Education Records. To the extent that Vendor has access to, stores or receives student education records, Vendor will 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. Vendor shall 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 shall not use the information for any purpose other than the purpose for which the disclosure was made. Upon termination or expiration of the PO or agreement Vendor shall return or destroy all student education record information within 30 days.

4. HIPAA. To the extent that the PO or agreement involves covered use or receipt of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), Vendor agrees to fully comply with all applicable requirements of HIPAA and the regulations promulgated pursuant to HIPAA.

5. Campus Policies. In the event Vendor provides services or deliver goods to the University campus, Vendor and its permitted subcontractors will fully comply with all applicable University policies and Arkansas and federal law while on campus or on any other University property. This includes, but is not limited to, the following: (a) Vendor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, guests or invitees while on the campus of the University; (b) Vendor will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, guests or invitees to bring any explosives, firearms or other weapons onto the campus of the University, except to the extent expressly permitted by University policies or by the Arkansas enhanced concealed carry laws; (c) Vendor will not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, guests or invitees

that are registered sex offenders or have been convicted of a felony involving force, violence, or possession or use of illegal drugs to enter the campus of the University.

6. Compliance with NCAA and Athletic Conference Rules and Regulations.

Vendor and its officers, employees, volunteers, subcontractors, agents, representatives, and guests will comply with all applicable National Collegiate Athletic Association (“NCAA”) and athletic conference bylaws, rules, and regulations; and the rules of any other conference or association to which the University’s athletic teams may belong. Vendor and its officers, employees, volunteers, subcontractors, agents, representatives, and guests will not engage in any of the following activities: (a) wager on any collegiate sporting or athletic event involving the University; (b) exert, attempt to exert, or conspire to exert, authority or influence over any student-athlete or other participant in an attempt to manipulate any outcome of a University sporting or athletic event or the final outcome of any University sporting or athletic event; (b) disseminate, utilize, or permit others to disseminate or utilize, non-public confidential information regarding a student-athlete or University athletic team for the purposes of gambling; or (c) offer or provide, or become any way involved in offering or providing, a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid. Vendor and its officers, employees, volunteers, subcontractors, agents, representatives, and guests will: (a) report all perceived or potential violations of NCAA, athletic conference, University, and University Athletic Department rules, policies, and procedures to the appropriate individuals (e.g., the University Athletic Department Compliance Office); (b) attend all compliance rules education meetings requested by University; and (c) cooperate fully in any NCAA infractions process, including the investigation and adjudication of a case by law enforcement, the University, its Office of General Counsel and its athletic governing athletic bodies or conferences. Vendor will hold harmless and indemnify University for any violation of such bylaws, rules or regulations by Vendor, its officials, employees, volunteers, subcontractors, agents, representatives, and guests.

7. Web Site Accessibility. Vendor agrees that any web-based services provided by Vendor substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with the current version of the Web Content Accessibility Guidelines (WCAG) and shall promptly respond to and resolve any accessibility complaints received from the University or from web-site users.

8. Non-Discrimination. Vendor agrees to comply with all applicable Federal and State laws, including without limitation laws pertaining to non-discrimination and affirmative action. Without limiting the generality of the foregoing, Vendor agrees as follows: (a) Vendor will not discriminate against any qualified employee, applicant for employment or participant in any program because of race, sex (including sexual orientation and gender identity), color, age, religion, disability, genetic information, national origin or veteran status; (b) in all solicitations or advertisements for employees, Vendor will state that all qualified applicants will receive consideration without regard to race, sex (including sexual orientation and gender identity) color, age, religion, disability, genetic information, national origin or veteran status; (c) Vendor’s failure to comply with

this non-discrimination clause shall be deemed a breach of any agreement between the parties and such agreement may be canceled, terminated or suspended in whole or in part; (d) Vendor will include the provisions of items (a) through (c) in every permitted subcontract so that such provisions will be binding upon each subcontractor of Vendor.

9. Data Security. The following apply to any agreement, PO or engagement in which Vendor has access to, stores or processes electronic or digital records and information or records of any type owned, created, received, collected or stored by the University or on its behalf (“Data”). Data includes, but is not limited to, personally identifiable information, University, student, faculty and staff Data, metadata, and user content.

Vendor shall collect and use Data only for the purpose of performing its obligations under a PO or agreement. Vendor shall not provide or disclose Data to any entity or person not employed by Vendor without prior written consent of the University, except as may be required by law or permitted by the express terms of the PO or agreement. Vendor shall not change the manner in which Data is collected, used, or shared without the prior written consent of the University.

All Data in the possession or control of Vendor or its subcontractors or agents shall be destroyed, or transferred to the University when the Data is no longer needed for performance of the PO or agreement.

Vendor, and each subcontractor and agent of Vendor with access to Data, shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality and integrity of Data and to prevent unauthorized access to including without limitation, safeguards that meet the requirements of the Federal Trade Commission Safeguard Rule, set forth at 16 CFR Part 314 and the European Union’s General Data Protection Regulations (“GDPR”). Vendor’s technical and organizational measure shall conform to the standards set in the current version of the NIST Cybersecurity Framework (or its equivalent). Such measures shall include measures for protection against unauthorized or unlawful access to Data and against accidental or unlawful destruction, loss, alteration, damage, disclosure of, or access, to Data.

Vendor shall maintain and operate a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Data, (ii) protect against threats or hazards to the security or integrity of Data, (iii) prevent unauthorized access to Data, and (iv) prevent unauthorized access to the University’s information technology infrastructure including, without limitation, data processing devices, data storage devices, servers, networks, information services and computing devices and communication devices (“IT Infrastructure”).

If Vendor processes payment card data, Vendor shall also comply with all applicable requirements for validation and compliance with the PCI DSS (Payment Card Industry Data Security Standard), as appropriate for its Service Provider level.

In the event Vendor discovers unauthorized access to IT Infrastructure or unauthorized use or disclosure of Data (a "Security Breach") or reasonably believes that a Security Breach has occurred, Vendor shall promptly (and within any timeframe established by applicable law concerning Vendor's notification requirement) notify the University of such Security Breach, shall provide to the University any information regarding the incident reasonably requested by the University (including a list of the Data and IT Infrastructure affected and all affected individuals and their contact information) and shall promptly take all measures reasonably required to recover Data, to remedy any flaws, defects or vulnerabilities in Vendor's systems, software or personnel related to the Security Breach and, if requested by the University, to assist the University in identifying and remedying any other flaws, defects or vulnerabilities related to the Security Breach.

If Vendor maintains or stores Data, Vendor shall engage, at its cost, an independent accounting firm to produce annual audit reports. The University reserves the right to require that such audits employ the SOC 2 standards of the American Institute of Certified Public Accountants. Vendor will transmit a copy of each audit report to the University immediately following Vendor's receipt of such report.

With respect to any processing of personal data of persons located in the European Union or the European Economic Area, Vendor shall only act on the written instruction of the University and shall 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. Vendor shall 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.

Vendor shall limit access to Data and IT Infrastructure ("Data Access") to individuals whose duties require Data Access in order for Vendor to perform its contractual obligations. Before permitting Data Access to any individual, Vendor shall obtain, to the extent permitted by law, current criminal and financial background checks for such individual. Vendor shall not permit Data Access by any individual that Vendor reasonably determines may expose the University to a risk of loss or damage, unauthorized use or modification of Data, damage to IT Infrastructure.

Except as may be provided by a separate written agreement, all rights in Data and IT Infrastructure, including all intellectual property rights, shall remain the property of the University, and Vendor has only a limited, nonexclusive license for the sole purpose of performing its obligations as outlined in the PO or agreement.

Vendor shall maintain insurance, in the amount of at least \$5,000,000 per occurrence, protecting the University against loss or damages (including costs of litigation) arising from a Security Breach related to or arising from Vendor's acts or omissions.

V. UNIVERSITY PROPERTY RIGHTS

1. University Property. Specifications, drawings, information, dies, cuts, negatives, positives, data or any other commodity or intellectual property furnished to Vendor shall remain property of the University, shall be kept confidential by Vendor unless disclosure is required by law, shall be used only as expressly authorized, and shall be returned to the University at Vendor's expense. Vendor shall, at the request of the University, sign a written assignment of all intellectual property (including, without limitation, rights under copyright, trademark and patent law) developed by or for Vendor expressly for the University in the course of performing Vendor's obligations, and all such intellectual property shall be the property of the University unless provided otherwise in a signed, written agreement.

2. Marks and Logos. The University's trade names, nicknames, trade dress, logos, mascots, uniforms, images, facilities, landmarks, symbols, trademarks, and service marks, or other indicia of intellectual property whether presently existing or later established, including without limitation any derivative marks (collectively "Marks") are the exclusive property of the University. Nothing in any agreement or PO transfers, licenses, or allows any use of the University's Marks unless expressly agreed upon in writing by both parties. In the event that an agreement between Vendor and the University grants such authorization, Vendor must immediately discontinue use of the Marks of the University upon the expiration or termination of the agreement. Unauthorized use of the Marks of the University by Vendor or its respective employees, affiliates, or subagents constitutes infringement of the University's rights and a material breach of contract. Under no circumstances may Vendor use the University's Marks in such a manner as to imply or state an endorsement of Vendor or its products by the University.

3. Use of Logo Products. Merchandise that carries a University logo or trademark must be purchased from vendors that are licensed by or through the University.

4. Liens and Security Interests. Property of the University shall not be subjected to liens or security interests of any nature. Any provision of an agreement, quotation, PO or invoice that purports to impose a lien or security interest is expressly rejected by the University and is of no effect.

5. Work for Hire. All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive,

perpetual license (royalty-free) to use such deliverables in UCA's business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

VI. PERFORMANCE AND TERMINATION

1. Waiver. No waiver of any term, provision or condition of a PO or agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed to be a further or continuing waiver of any such term, provisions or condition of the contract.

2. Excused Performance. In the event that the performance of any terms or provisions of a PO or 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, epidemic or pandemic 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 unless agreed otherwise by the University.

3. Disputes. Vendor and the University agree that they will attempt to resolve any disputes in good faith. Subject to the provisions on sovereign immunity herein, 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 a PO or agreement. 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 including appeals.

4. Termination. The agreement between Vendor and the University or PO issued by the University may be terminated by the University as follows:

For Breach: In the event that the Vendor fails to perform any obligation provided in these terms and conditions, the PO or the agreement, the University may notify the Vendor in writing of such failure and demand that the same be remedied within ten (10) days. Should the Vendor fail to remedy the same within said period, the University shall then have the right to immediately terminate the PO or agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity. Additionally, upon Vendor's failure to remedy as provided above, the University

may, without prejudice to any other rights or remedies available to the University, terminate the PO or agreement, in whole or in part, and procure the goods and/or services elsewhere and charge to Vendor all costs exceeding the price set forth in the PO or agreement.

For Convenience: The University may terminate the PO or agreement for the convenience of the University upon sixty (60) days advance written notice to Vendor

Non-appropriation: The University may cancel a PO or agreement to the extent the funds are no longer legally available for expenditures under the PO or agreement. Any delivered but unpaid for goods will be returned to the Vendor. If the University is unable to pay for goods that it retains or services provided, the Vendor may file a claim with the Arkansas State Claims Commission.

VII. CERTIFICATIONS REQUIRED BY LAW

1. Contract and Grant Disclosure and Certification. Any contract, or amendment to any contract, executed by the University which exceeds \$25,000.00 shall require Vendor to disclose information consistent with the terms of Arkansas Executive Order 98-04, and any amendments or replacements, and the regulations pursuant thereto. Failure of any individual or entity to disclose, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of the existing law. The Contract and Grant Disclosure and Certification Forms (F-1 and F-2) can be found on the following

website: <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>

2. Illegal Immigrant Certification. For services contracts and construction contracts with a value of \$25,000 or greater, Vendor must certify that Vendor does not employ illegal immigrants and will not employ illegal immigrants during the term of the agreement between the University and the Vendor.

3. Prohibition Against Boycotting Israel. In accordance with Ark. Code Ann. § 25-1-503, if the PO or agreement has a value of \$1,000.00 or more, Vendor certifies to University that Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of its agreement with the University not to engage in a boycott of Israel.

4. Technology Access. 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 Ark. Code Ann. § 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. Vendor 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, 2019 (software applications and operating ICSs) 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, Vendor providing a technology product shall expressly represent and warrant to the University 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University 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 Ark. Code Ann. § 25-26-201 et seq., 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.

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.

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 Ark. Code Ann. § 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.

5. Export Controls. Vendor shall comply with all applicable laws, regulations and restrictions of the United States concerning the export of products, technical data and direct products thereof including, without limitation, all regulations regarding export, asset control and destination control of the Commerce, Treasury, State and Defense Departments of the United States Government, the Export Controls Act of 2018, and the Export Administration Act of 1979, as amended from time to time (each an “Export Control”). Vendor must notify University in advance if Vendor is providing to University any property (whether tangible or intangible), data or services governed by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (ITAR) or controlled by a “600 series” or 9×515 Export Control Classification Number (ECCN).

VIII. LIABILITY

1. Liability Limits. Any language in an agreement, quotation or Vendor’s invoice or standard terms proposing to place a dollar limitation on Vendor’s liability shall not apply to Vendor’s obligation to indemnify the University against third-party claims, a Security Breach or Vendor’s intentional torts, criminal acts, fraudulent conduct or gross negligence.

2. Insurance. The University does not maintain general commercial liability or other liability insurance. Any provision of a quotation, purchase order or invoice requiring that the University purchase or maintain liability insurance is rejected.

3. Sovereign Immunity. Nothing in any PO or Agreement shall be construed to waive the sovereign immunity of the Board of Trustees of the University of Central Arkansas, of the University, or of any entity thereof.

4. Limitation of University's Liability. The University specifically rejects any provision of any contract, invoice, standard agreement or standard terms that requires the University to indemnify Vendor.

5. Indemnification By Vendor. Vendor shall defend, indemnify, and hold harmless the University, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to the performance of Vendor's obligations under a PO or agreement, including but not limited to any claims pertaining to or arising from Vendor's infringement of patents, copyrights or other intellectual property rights and Vendor's negligence, intentional acts or omissions.

IX. MISCELLANEOUS

1. Assignments. No PO or agreement may be assigned, nor may the duties thereunder be assigned, delegated or subcontracted, without the written consent of the University.

2. No Exclusivity. This is not an exclusive agreement. The University reserves the right to purchase, use, lease, license or otherwise procure any similar services or products.

3. Antitrust Assignment. Vendor assigns, sells and transfers to the University all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased by or produced for the University pursuant to a PO or contract.

4. Notification and Communications. Notices and other communications to the University shall be directed to the address provided in the PO or agreement, and to any e-mail address provided by the University and be effective upon receipt. Vendor agrees that the University is entitled to rely on information contained in written or electronic communications that the University reasonably believes have been transmitted or authorized by Vendor. In addition to any notice provisions specified herein, all notices, requests, and other communications required or permitted to be sent, including any notice of demand, claim, termination, cancellation or breach against the University shall also in writing delivered personally, by overnight courier service or by United States certified mail, postage paid, return receipt requested, to the following: University of Central Arkansas, Office of General Counsel, 201 Donaghey Avenue, Wingo Hall, Suite 207, Conway, AR 72035 in order to be effective.

5. Governing Law. All agreements and POs, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to its choice of law principles.

6. Prohibition on Certain Telecommunications Equipment and Services: Vendor represents and warrants that it does not use any “covered telecommunications equipment or services” as a “substantial or essential component of any system,” or as “critical technology” as part of any system, as those terms are defined in Federal Acquisition Regulation clause 52.204-25. In the event Vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Vendor is notified of such by a subcontractor at any tier or by any other source, Vendor shall immediately notify the University and provide the information prescribed in Federal Acquisition Regulation clause 52.204-25(d)(2). Any breach of this paragraph shall give the University the right to immediately terminate this Purchase Order upon written notice to Vendor.

7. Use of Federal Transit Administration (FTA) Funds. If Federal Transit Administration (FTA) funds are used in any procurement by the University, certain contract clauses apply based on the nature and dollar value of the procurement. The FTA clauses and applicable types of procurements and thresholds may be found at the following links: [FTA Procurement Resources](#) and [FTA Certifications and Assurances](#) as well as [Federal Required and Other Model Clauses](#) and [Appendix A of the Best Practices and Lessons Learned Manual](#). In addition, for each covered prime contract issued by the University with support from FTA funds, Vendor agrees to the prompt payment and retainage provision at the following link: [Prompt Payment Retainage](#). Additional Resources: [FTA Circular 4220.1F](#) (See Appendix D Provisions, Certifications, Reports, Forms, and other Matrices); [FTA Master Grant Agreements](#).

8. 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 Vendor for the purpose of securing business in general.

9. UCA Contract Rider. The following provisions are incorporated pursuant to University Board of Trustees Policy No. 416:

(1) Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.

(2) Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from

any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

(3) The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have any questions concerning insurance coverage.

**ATTACHMENT 2
REFERENCE SHEET**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm			
Street			
Address		City	State Zip
Contact Person		Telephone#	
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street			
Address		City	State Zip
Contact Person		Telephone#	
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street			
Address		City	State Zip
Contact Person		Telephone#	
Email Address			
Value or Cost of Service			
Dates of Service			
Brief Description of Service Provided			

**ATTACHMENT 3
PRICING**

Please refer to Section III.
Appendix 1 data to be used for a Pricing Quote

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Signature of Authorized Official: _____

NOTE:

1. The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
 2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.
 3. Failure to use the Official Pricing Sheet may result in disqualification of proposal.
-

**ATTACHMENT 4
EO POLICY**

ATTENTION CONTRACTORS

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

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

Submitting the EO Policy is a one-time requirement. The UCA Procurement Department will maintain a file of policies or written responses received from bidders.

Effective August 2005, this is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (501) 450-3173.

Sincerely,

Cassandra McCuien-Smith, CPPO CPPB
Director of Procurement

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

_____ EO Policy Attached

_____ EO Policy previously submitted to UCA Procurement Office

_____ EO Policy is not available from business/person (must provide a written response)

Company Name Or Individual:

Title: _____ Date: _____

Signature: _____

**ATTACHMENT 5
ILLEGAL IMMIGRANT CERTIFICATION**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to this request must certify, prior to the award of the contract, vendors must certify that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

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

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. Email confirmation must be included with your proposal.

If you have any questions, please call the Procurement Department at 501-450-3173.

Thank you.

Cassandra McCuien-Smith, CPPB CPPO
Director of Procurement

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____

**ATTACHMENT 6
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 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.

By signing below, the Contractor agrees and certifies that they do not currently 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.

Name of public entity: University of Central Arkansas
Vendor Number (AASIS or UCA) (UCA Procurement Office will complete):
Contractor/Vendor Name:

Contractor Signature: _____

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.

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? 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:

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 <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

FOR A VENDOR (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 <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. _____