



UNIVERSITY OF
CENTRAL
ARKANSAS™

REQUEST FOR PROPOSAL

RFP#UCA-24-036

Faculty and Staff Salary Study

**PROPOSALS MUST BE RECEIVED BEFORE:
10:00 A.M. Central Time on March 27, 2024**

Proposal Delivery Address and Opening Location:

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

Section 1.0 Background and History

University of Central Arkansas History

The University of Central Arkansas was established as Arkansas State Normal School by the General Assembly of Arkansas in 1907, with statewide responsibility for preparing citizens to teach Arkansas children. Summer sessions were started in 1910.

The name of the institution was changed to Arkansas State Teachers College in 1925. By legislative enactment, the Board of Trustees was given authority to grant appropriate degrees. In January 1967, the name of the institution was again changed by the State legislature to the State College of Arkansas, expanding its statewide role to a multipurpose institution. On January 21, 1975, the governor of Arkansas signed a bill granting university status to the institution and naming it the University of Central Arkansas.

The first diploma granted by Arkansas State Normal School was the Licentiate of Instruction, and in 1922 the first baccalaureate degrees were granted. Today the university's comprehensive undergraduate curriculum comprises more than 70 major programs and nine different degrees. A program of study leading to the Master of Science in Education degree was inaugurated in 1955, and the Educational Specialist degree was begun in 1980. Since that time, UCA has developed a variety of high-quality offerings in graduate studies, with more than 30 graduate program options and 10 different graduate degrees, including doctoral programs in physical therapy and school psychology. Extension classes were first offered through Correspondence Study courses in 1919-1920 and Study Clubs in 1920-1921. Academic outreach, including extended-learning opportunities for undergraduate and graduate credit and in non-credit courses, continues to play an important role in fulfilling the university's twenty-first century mission.

The changing character of the institution was recognized in 1925 with the change in its name to Arkansas State Teachers College. Marked changes have continued as the institution assumed responsibility for liberal arts and education and increased its specialized programs. Its name was changed in 1967 to State College of Arkansas and in 1975 to the University of Central Arkansas.

Accreditation; Memberships

The University of Central Arkansas is accredited by the Higher Learning Commission (HLC) as a bachelor's, master's, specialists, and doctoral degree granting institution and is a member of the North Central Association of Colleges and Schools.

Location and Facilities

The University is located in the City of Conway, Faulkner County, Arkansas, which is approximately 30 miles north of Little Rock, 130 miles east of Fort Smith, and 157 miles west of Memphis, Tennessee. Conway has a 2023 population of 67,882. The University's campus consists of 121 buildings including houses, apartments, residence

halls, educational buildings and other main campus buildings with a total of 3,020,628 gross square feet which, together with contents, have a cost of approximately \$717 million with an insured value of \$712 million. The University is located on approximately 350 acres in the southwest portion of Conway. The following table reflects the population of the City of Conway and Faulkner County for the years indicated:

<u>Year</u>	<u>Conway</u>	<u>Faulkner County</u>
2000	43,167	86,014
2010	58,908	113,237
2020	64,134	123,498

Board of Trustees

The University is governed by the Board of Trustees composed of seven members. Each member is appointed by the Governor of Arkansas for a seven-year term. Terms of office are staggered, with one member completing a term each year.

Academic Programs

In fall 2022, nearly 10,000 students from seventy-seven (77) different countries, forty-eight (48) states, and all seventy-five (75) counties in Arkansas were part of UCA's diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. Students engage in undergraduate research and publication opportunities that most students don't have until graduate school.

UCA offers more than eighty (80) undergraduate degree and certificate programs and fifty-seven (57) graduate degree and certificate programs, including six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges — the College of Arts, Humanities, and Social Sciences, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers significant opportunities to learn and grow.

The university's Honors College is nationally known for its unique and challenging curriculum. The Honors College offers small, discussion-based seminars, close student-faculty relations, funding for travel abroad, and internships.

As its mission states, the University of Central Arkansas, a leader in 21st-century higher education, is committed to excellence through the delivery of outstanding undergraduate and graduate education that remains current and responsive to the diverse needs of those it serves. The university's faculty and staff promote the intellectual, professional, social, and personal development of its students through innovations in learning, scholarship, and creative endeavors. Students, faculty, and staff partner to create strong engagement with the local, national, and global communities. The University of Central Arkansas dedicates itself to academic vitality, integrity, and diversity.

Employees

As of January 2023, the university employed approximately 2500 employees, including both full and part-time employees.

The number of employees by area of service is as follows:

<u>Area of Service</u>	<u>Number of Employees</u>
Full-time Faculty	573
Part-time Faculty	101
Full-time Staff	758
Part-time Staff	75
Graduate Assistants	194
Student Workers	754
Provisional Employees	<u>36</u>
Total	2491

Further information about the university can be found at www.uca.edu/president/quick-facts or <https://uca.edu/ir/>

Section 2.0 Proposal Information and Anticipated Timeline

Issuing Officer

Cassandra McCuien-Smith, Director of Procurement

Phone: (501) 450-3173

Email: cmccuien@uca.edu

Contract Administrator and Project Officer

Contract Administrator: Bridget Fortenberry, Associate VP of HR and Risk Management

Phone: 501-450-5051

Email: bridgetf@uca.edu

Anticipated Procurement Timetable

Issue RFP	February 19, 2024
Deadline for Written Inquiries/Questions (email to: purchasing@uca.edu)	February 26, 2024
Questions Answered	February 29, 2024
Proposals Due at 10:00 a.m. central time	March 27, 2024

Possible Finalist Interviews, if needed	April 1, 2024
AR Legislative Approval, if required	TBD
Contract Effective Date	July 1, 2024

Submission of Proposals

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 no later than, March 27, 2024 at 10:00 a.m.

Submit one (1) ORIGINAL hard copy, seven (7) electronic copies on flash drives (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 envelope and marked as such. Any reference to cost(s) included with the technical/business proposal may result in the 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.

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Director of Procurement indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or any employee of the campus will be disregarded.

Presentation

Proposers selected for final evaluation may be required to make an oral presentation in person or via Zoom. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement will schedule a date, time and provide a zoom link for any required presentations.

Rejection of Proposals

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

Public Opening of Proposals

A public opening of all Technical/Business proposals will be held on: March 27, 2024 at 10:00 a.m. central standard time at the:

University of Central Arkansas
Procurement Department
Wingo Hall, Suite 113
Conway, Arkansas 72035

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.

Contract Awarding and Signing

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

Payment and Invoice Provisions

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

Performance Standards

Act 557 of 2015 enacted by the Arkansas General Assembly requires that service contracts include performance standards. This contract will require that services are provided in a timely and professional manner. Should services not be performed in a timely and professional manner the vendor must provide an acceptable remediation plan. Secondly, work products are professional, comprehensive and consistent with the contracted skill level. Should the work products not be up to the standard as required by this contract payment may be withheld in part or in whole until acceptable work products are produced.

Proposal Evaluation

The University of Central Arkansas Evaluation Committee and the Director of Procurement will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

SECTION 3.0 SCOPE OF WORK

Description and Overview

The successful respondent will be a consulting firm with expertise and experience in evaluating up to 1,500 positions at the University of Central Arkansas to determine comparable salary rates for each position across the organization. The positions to be reviewed include all full time faculty and staff.

UCA does not require recommendations on appropriate levels of compensation for positions. We seek data to guide decisions on UCA salaries by comparing current salaries to the prevailing market rate for each position.

The project should start no later than July 1, 2024, with deliverables completed no later than February 1, 2025. Vendors that can complete deliverables within a shorter timeframe will receive the highest points within the evaluation criteria.

The project will include two separate deliverables that may run on concurrent or independent timelines. The vendor should provide pricing and proposed timelines for each deliverable.

Deliverable 1:

Identify and use industry data to show comparable salaries for faculty positions across five academic colleges. The colleges include: Arts, Humanities, and Social Sciences; Business; Education; Health and Behavioral Sciences; and Natural Sciences and Mathematics.

Deliverable 2:

Provide comparable salary data for all staff positions using similar institutions and local markets. In most cases, comparable data should be based not only on job titles, but also the duties and responsibilities of each individual position. This may require a position review process by the vendor in consultation with Human Resources.

UCA may choose to move forward with one or both deliverables after reviewing the proposals.

Contract Term

The period concerning this RFP begins upon contract approval through June 2025, with the potential for additional contract renewals. Contract time cannot exceed a total of seven (7) years.

Section 4.0 VENDOR

Proposal Requirements

Proposals must include the following at a minimum:

A. Vendor Background, Experience, and Marketplace History

The firm must demonstrate a successful track record in compensation and salary administration including in higher education. Vendor must provide company, client, and employee profile information to include the following items:

- i. Number of years in business providing compensation and salary administration services to institutions of comparable size and structure
- ii. The total number of higher education institutions where it has provided similar Scope of Services including identification of the total number of positions reviewed, timeframe of services, and type of high education institution
- iii. Total number of vendor's employees assigned to this project, years of experience of each employee and number of similar projects to which the employee will be assigned during this project.

- iv. A specific statement of how the vendor supports the project work in terms of number of personnel and their roles, and a specific statement of the expectations of the University's commitment of time and personnel to the project
- v. Number of current clients for which vendor is providing classification and compensation services studies

B. Stakeholder Engagement

Proposals should address how the Respondent will regularly engage the Office of Human Resources team. Presentation to the University's executive staff upon completion of the project is also expected.

C. Project Plan, Timeline, and Examples

The firm must demonstrate competency in the Scope of Services described by including the following components:

- i. A high-level project plan describing both the methodologies and the project milestones that will be used to successfully provide the compensation study.
- ii. A timeline of when project milestones are projected to occur along with an overall timeframe for project completion for Deliverable 1 and Deliverable 2.
- iii. Example deliverables from past clients.

D. Vendor Expectations

The firm must provide a statement of the institutional-client attributes that it believes lead to project success and that the firm expects from its clients (e.g., clear roles and responsibilities among University staff assigned to the project; responsiveness to vendor requests).

SECTION 5.0 SELECTION

EVALUATION CRITERIA

The purpose of the proposal evaluation process is twofold: (1) to assess the responses for compliance with the RFP's minimum qualifications, content and format requirements; and (2) to identify firms that have the highest probability of satisfactorily performing the services requested by UCA at the best value. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein. Proposals will undergo an evaluation process conducted by a UCA Evaluation Committee. Based on this evaluation, firms may be invited to interview with UCA and may have their references checked. In evaluating the proposals, the evaluation committee will consider the perceived quality of the response, including the company's proposed scope of services, cost proposal, timeline, references, experience and qualifications.

Provide straightforward and concise responses to the following using separate tabs for each category below:

A. Complete/Thorough Proposal

Respondent with the highest rating shall receive forty (40) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Understanding of the nature of the project
- How the Proposal meets project objectives
- Adherence to University Requirements
- The Respondent's compliance with all requirements of the RFP specifications.
- Detailed proof of all requested qualifications and specified services
- Project timeline (capacity to complete the project within realistic timeframe)
- Respondent Presentations

B. Respondent Qualification

Respondent with highest rating shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Profile of organization (Respondent Overview)
- Relevant project or work experience
- Description and success of similar projects
- Quality of deliverables or project outcomes
- Higher Education References

C. Project Deliverables

Vendors that can complete deliverables within a shorter timeframe will receive the highest points within the evaluation criteria.

- Provide completion date for Deliverable 1
- Provide completion date for Deliverable 2

D. Cost Proposal (submit in a separated sealed envelope)

The cost proposals will be evaluated and awarded based on a comparative formula of relative weighting as detailed below:

$a/b \times c = d$ (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to insure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price.

The following approach will be used in evaluating the proposals:

- Review the technical proposals
- Contact selected references
- Select finalist(s)
- Schedule presentations of finalist if needed
- Select the vendor

<u>Criteria</u>	<u>Points Possible</u>
Complete/Thorough Proposal	40
Respondent Qualification	35
Respondent's Timeframe for Deliverable 1	30
Respondent's Timeframe for Deliverable 2	30
Cost Proposal (20 possible points per Deliverable)	40
Total	175

SECTION 6.0 SUBMITTING THE PROPOSAL

Additional Documents to be Submitted

- Attachment 1: Signature Certification Page**
- Attachment 2: References**
- Attachment 3: Cost Proposal**
- Attachment 4: Illegal Immigrant Certification Form**
- Attachment 5: Restriction of Boycott Form**
- Attachment 6: EO Policy**

SECTION 7.0 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 such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 2.0).

Written Questions Concerning the Request for Proposals

Written questions must be email to purchasing@uca.edu. The closing date and time for receipt of questions will be February 26, 2024 at 4:00 p.m. All questions must be marked "Questions: and the proposal number indicated on the e-mail. Each question should reference the paragraph number. The questions will be answered in written form and posted to the UCA Procurement Department website at www.uca.edu/procurement.

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 by the Procurement Department. 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 Procurement Department.

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 and Administration. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the issuing Officer.

SECTION 8.0 UCA RIDER

Any contract or agreement to which the University of Central Arkansas ("UCA") is a party shall be deemed to have the following provisions incorporated by reference:

(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.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(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 questions concerning insurance coverage.”

**Attachment 1
REQUEST FOR PROPOSAL
SIGNATURE CERTIFICATION PAGE**

Proposal Number: UCA-24-036

Description: Faculty & Staff Salary Study

RFP Due Date: March 27, 2024

Buyer: Cassandra McCuien-Smith

Issue Date: February 19, 2024

Time: 10:00 A.M. CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE.

Company Name: _____

Name (Type or Print): _____

Title: _____

Address:

Telephone Number: _____ Email: _____

**FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER BELOW MAY
RESULT IN BID REJECTION:**

Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature:

Attachment 2
Proposer References

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 Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

REFERENCE 2

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

REFERENCE 3

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

Attachment 3
RFP UCA-24-036
Faculty and Staff Salary Study
***Official Pricing Sheet**

1. Services for Deliverable 1	\$ _____
2. Services for Deliverable 2	\$ _____
3. Other Cost (if applicable, list below:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total	\$ _____

Vendor Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____ **Phone:** _____

Fax: _____ **Email:** _____

Signature of Authorized Official: _____

1. The University of Central Arkansas will not be obligated to pay any cost not identified this Official Pricing 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 this Official Pricing Sheet may result in the 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)

Attachment 5
UCA COMBINED FORM FOR BOYCOTTS AND ILLEGAL IMMIGRANT CERTIFICATIONS

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 employs or contracts with an illegal immigrant. The Contractor shall certify that it does not 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 a resultant contract:

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

Contract Number: _____ Description: _____

Agency Name: University of Central Arkansas

Vendor Number: _____ Vendor Name: _____

Attachment 6

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:	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
IS THIS FOR:			
TAXPAYER ID NAME:		<input type="checkbox"/> Goods?	<input type="checkbox"/> Services? <input type="checkbox"/> 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 [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	<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 [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	<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. _____