



PROCUREMENT OFFICE
201 Donaghey Avenue
Wingo Hall 113
Conway, Ar 72035

REQUEST FOR PROPOSAL RFP# UCA-27-006

Pharmacy Benefits Management for Prescription Drugs

**PROPOSALS MUST BE RECEIVED BEFORE:
1:30 P.M. CST on Thursday, April 2, 2026**

Proposal Delivery Address and Opening Location:

University of Central Arkansas
Procurement Department
201 Donaghey Avenue, Wingo 113
Conway, AR 72035

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE, AND HOUR OF PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS.

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SECTION I GENERAL INFORMATION**A. INTRODUCTION TO UCA:**

The University of Central Arkansas (UCA) is seeking proposals from qualified Pharmacy Benefit Management firms to provide claims/administrative services for its self-funded medical plans which cover approximately 1300 active employees, COBRA participants, and retirees (pre-65).

UCA's benefits consultant is:

Tom Kane
Executive Vice President
Stephens Insurance, LLC
111 Center Street
PO Box 3507
Little Rock, AR 72201
501-377-8411
tkane@stephens.com

B. INTENT OF PROPOSAL:

UCA has the desire to provide its approximate 2400 members a "Pass-Through Pricing" pharmacy program. Respondents need to consider this solicitation is for a two (2) year transparent contract. By offering this, UCA will be able to better direct its members in controlling their pharmacy expense. With this goal, UCA is seeking the best service and net value through this RFP process. With the intent of a more open arrangement, UCA is requesting quotes with a total Transparent and "Pass-Through" Pricing strategy.

C. CONTRACT TERM PERIOD:

The period concerning this RFP will be a 2-year initial agreement beginning January 1, 2027 and ending December 31, 2028. There will be potential for continuation of the contract through subsequent 1 or 2 year renewal periods. Contract time cannot exceed a total of seven (7) years.

D. PROPOSAL CONFIDENTIAL INFORMATION:

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must 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. The University 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 proponent is hereby put on notice that the University may consider all or parts of the offer public information under applicable law even though marked confidential.**

E. EVIDENCE BASED FORMULARY MANAGEMENT

Plan Sponsor may implement an evidence-based formulary management program using step therapy, prior authorization and dose optimization to save money without sacrificing patient safety.

F. RIGHT OF REFUSAL:

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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 FOR TECHNICAL AND COST PROPOSAL:

The University is interested in selecting a qualified firm with the ability to provide Prescription Drug Management Services. A key component for the successful firm will be the ability to meet the University's performance desires while minimizing the cost. The Evaluation Panel will consist of University of Central Arkansas staff and any other person(s) designated by the University.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

- 1. Proponent's ability to provide all requested services (30 points)**
- 2. Related experience with similar projects, company background and personnel qualifications (30 points)**
- 3. Proponent's Fee Schedule: completed and signed (under separate sealed cover) (40 points)**

H. EVALUATION CRITERIA FOR INTERVIEW & PRESENTATION:

Following review of the proposals, the Panel may invite one or more proponents with the highest ranking to make an oral presentation. Each firm must be represented by an individual who will be the prime contact person to the University and any other individuals whom the firm may select. The Panel will evaluate and score each interview and presentation. The company that receives the highest number of points based on the presentation, response to questions, overall team representation, qualifications and project approach will be sent a letter of intent to award a contract. A contract will be awarded after UCA Board of Trustee approval.

To that end, the Panel will evaluate the presentations based on, but not limited to, the following criteria:

- 1. Presentation (50 points)**
- 2. Response to Questions (25 points)**
- 3. Overall Team Representation, Qualifications and Project Approach (25 points)**

I. PROPOSAL PROCESS / UCA CONTACT INFORMATION:

Anticipated Timeline Process Event	Target Date
Issue RFP	<i>March 5, 2026</i>
Deadline for Written Questions and Inquiries	<i>March 8, 2026</i>
Questions and Inquiries Answered	<i>March 10, 2026</i>
Proposals Due @ 1:30 p.m. central time	<i>April 2, 2026</i>

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Possible Finalist Interviews, if needed	<i>April 8, 2026</i>
Selection and Intent to Award	<i>April 10, 2026</i>
Board of Trustee Review	<i>May 2026</i>
Contract Award after Legislative Approval if applicable	<i>June 2026</i>
Contract Effective Date	<i>January 1, 2027</i>

Proposal forms and specifications are available on the University's web site at

<http://www.uca.edu/purchasing> and must be delivered to the University of Central Arkansas Procurement Office, 201 Donaghey Avenue, Wingo 113, Conway, Arkansas 72035, up to but not later than, **Thursday, April 2, 2026 at 1:30 p.m.**

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

Information on Technical Data & Written

Questions

Taylor May, AVP of HR & Risk Management.
(501) 450-3626
Email: tmay5@uca.edu

Information on Bid Process/Clarification

Cassandra McCuien-Smith, Director of Procurement
(501) 450-5014
Email: cmccuien@uca.edu

Submit one (1) ORIGINAL hard copy and two (2) electronic copies on flash-drives of all proposal documents and one (1) redacted copy on a flash drive if necessary. Flash drives must clearly identify the company name.

Note: A redacted copy is only needed if you consider any information provided is sensitive, confidential, or private. This information will be taken into consideration if the Arkansas Freedom of Information Act is invoked.

Deliver sealed proposal(s) to the University of Central Arkansas, Procurement Office, 201 Donaghey Avenue, Wingo 113, Conway, Arkansas 72035 on or before April 2, 2026 **at 1:30 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Proposals must be mailed allowing adequate time for delivery.

Review all addendums/clarifications/questions/answers on the University's website at:
<http://www.uca.edu/purchasing>

J. REQUEST FOR PROPOSAL SIGNATURE CERTIFICATION PAGE

Proposal Number: UCA-27-006

Buyer: Cassandra McCuien-Smith

Description: Prescription Drug Management

Issue Date: March 5, 2026

RFP Due Date: April 2, 2026

Time: 1:30 p.m.

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

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NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PURCHASING OFFICE.

Company Name: _____

Name (Type or Print) _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER 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.

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: _____

J. ORGANIZATION CONTACT INFORMATION:

Please provide the following responses about your organization. Provide separate responses for 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, this includes but is not limited to Specialty Pharmacy services, Rebate Services and Mail-Order facilities.

SECTION II QUESTIONNAIRE

1. Do you process your own claims? Please describe your claims adjudication process. What software do you use to process claims? Do you own your own claims adjudication software? If not please explain in detail who owns the software and what part you play in the plan set up, changes in plan set up and where the software resides. If you do not own your claim adjudication software, please describe in detail what arrangement you have to access the claims adjudication software and the claims data produced by the adjudicated claims.
2. Do you process your own rebates? Do you hold manufacturer rebate contracts with drug manufacturers? Do you utilize a rebate aggregator to process rebates? If so, who is your rebate aggregator? Are you able to provide NDC level rebate data? Please describe your rebate collection and payment process. Please provide a detail timeline.
3. Do you own your own mail order facility? If not, who do you contract with for that component?
4. Are you willing to pay an implementation fee to cover cost of implementation to be determined at the discretion of UCA including but not limited to mailing of ID cards and implementation packets?

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5. You will be required to provide network and/or formulary disruption reports prior to award of contract. Please outline in detail this process and the data necessary to perform the disruption reports. Are you able to utilize Pharmacy NABP and/or NPI numbers?
6. How many clients and lives do you have under administration, broken down among client type: employer, TPA, health plan etc.?
7. How many carriers and TPA integrations do you currently provide? Please provide list of organizations you are fully integrated with.
8. Can you develop a client specific formulary? Will you be able to conduct a formulary disruption report prior to changes? This report must verify and communicate any changes to rebate guarantees.
9. Describe your proposed pharmacy network in terms of size and nationwide coverage. Are you able to guarantee a certain percentage of pharmacies will be in broadest network?
10. Is your specialty pharmacy program in-house or outsourced? If it is outsourced, who is the provider? If multiple providers, please list all providers.
11. Please certify you have on-line query tools available so our clients can run a claim-level therapeutic detail report. Please verify results from a PBM generated ad hoc report may be downloaded to our clients. Please certify there are no additional fees for any of these services.
12. Please describe all ad hoc reporting capabilities available to a consultant or an employer on-line and any charges associated with these services.
13. Will our clients and Consultant be able to enter prior authorizations via online portal?
14. Will your member service center be accessible via a toll-free number 24 hours a day, 7 days a week and on-line? If not, please list the hours of the member service center.
15. Describe the process for identifying 340b claims. Are there separate adjudication rules available for these claims?
16. Do you offer variable copay programs that optimize manufacturer assistance? If so, please describe along with any associated cost. Provide a separate savings analysis along with the reprice file.
17. What other programs are available to maximize cost savings? Please provide a description and estimated savings.
18. Do you allow Specialty to carve out? Do you integrate with alternate funding organizations for specialty drugs? Please describe. UCA currently utilizes Payer Matrix.
19. Share any information about your company or services that you feel is valuable to this review process.
20. Please list the types of medications that are excluded from the standard rebate guarantees. Please confirm a rebate will not be assigned to these medications on the reprice file.
21. Please confirm all rebate guarantees are minimums, and the client will receive 100% of rebate revenue.
22. Are you able to pay for some or all of a TPA's external PBM carve out fees? If so, please list the maximum allowed amount.
23. Please explain how you facilitate/implement the conversion from UCA's current PBM to yours.

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24. Please confirm you will assist with member communication materials including but not limited to any SPD language requested at no additional cost.
25. Please provide samples of the clinical reports available and the intervals they will be provided to UCA and Stephens Insurance, LLC. Are there additional fees for any of these services? If so, please be specific.
26. Do you represent any other clients in Arkansas? If so, are you able to provide a reference?
27. Is Grandfathering for current medications allowed? If so, how long and does this affect any of the financial guarantees
28. Will you file on behalf of client for the Consolidated Appropriations Act? (D3-D8 files)
29. Are you able to comply with all PBM related laws in Arkansas? Please describe how these can be met.

SECTION III FINANCIAL EXHIBIT

TRANSPARENCY "PASS-THROUGH" PRICING

Retail 30		
Type of Network:	Limited	Broadest
Number of Pharmacies Nationwide		
Average Brand Discount (AWP Discount) *		
Average Dispensing Fee per Brand Script		
Effective Generic Discount across all generics (MAC and non-MAC)**		
Average Dispensing Fee per Generic Script		
Administrative Fee per paid claim ***		
% of Rebates Shared with the client****		
Rebates per brand paid claim****		
Cost per paper claim processed		

Retail 90		
Type of Network:	Limited	Broadest
Number of Pharmacies Nationwide		
Average Brand Discount (AWP Discount) *		
Average Dispensing Fee per Brand Script		
Effective Generic Discount across all generics (MAC and non-MAC)**		
Average Dispensing Fee per Generic Script		
Administrative Fee per paid claim ***		
% of Rebates Shared with the client****		
Rebates per brand paid claim****		
Cost per paper claim processed		
Specialty Claims		
Administrative Fee per paid claim ***		
% of Rebates Shared with the client****		
Rebates per brand paid claim****		

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Average Specialty Discount (AWP Discount)		
Mail-order		
Brand Discount (AWP Discount) *		
Dispensing Fee per Brand Script		
Effective Generic Discount across all generics (MAC and non-MAC)**		
Dispensing Fee per Generic Script		
Administrative Fee per paid claim ***		
% of Rebates Shared with the client ****		
Rebates per brand paid claim*****		
Start-up Costs		
ID Card Production and Delivery (<i>cost per card</i>)		<i>Please include in Admin Fee</i>
One time Installation and Set-up Charge		<i>Please include in Admin Fee</i>
Directory Charges		<i>Please include in Admin Fee</i>

*Discount percentages are the guaranteed discount percent off of AWP, exclusive of rebates and U&C. Discounts are to be based on NDC-11 pricing (versus NDC-9).

****MAC pricing only will not be accepted.** PLEASE PROVIDE A GUARANTEED MINIMUM PERCENTAGE AWP DISCOUNT FOR ALL GENERICS PROCESSED AT RETAIL AND MAIL-ORDER

***Administrative fees are assumed to include all services outlined in this RFP. Administrative fees must apply to paid claims only or a set PEPM or PMPM.

****Rebate guarantees must be expressed as a specific dollar amount per all brand claims and as a % of total rebate. The specific dollar amount must be the guaranteed minimum amount per all brand claims in Retail 30, Retail 90 and in Mail-Order. Do not submit rebates based on formulary brands or rebateable products.

Note! Rebates are defined as all monies received from drug manufacturers derived from the client's claims activity including all associated fees including but not limited to Administration Fees.

GUARANTEE CALCULATION METHODOLOGY:

For purposes of the Guarantee Calculation, Brand and Generic shall be determined by utilizing Medispan's MONY indicators. PBM shall measure Generic Drug and Brand Drug discounts off AWP ("Discount Guarantees") in a methodology that includes the following procedures. For Generic Drugs, all Generic Drugs (MAC List and non-MAC List generics) including Zero Balance Claims as adjudicated at point-of-sale that are filled during each Contract Year quarter will be included ("Generic Measurement Period"). For Brand Drugs, all Brand Drugs including Zero Balance Claims as adjudicated at point-of-sale that are filled during each Contract Year quarter will be included ("Brand Measurement Period"). Brand Measurement Period and Generic Measurement period collectively, "Measurement Period". Both Brand and Generic Discount Guarantees will exclude claims for over-the-counter products, U&C claims, compound drug products, and Specialty Drugs. Ingredient cost also excludes Taxes and Dispensing Fees. Furthermore, UCA's results will be measured and reported quarterly. In the event the achieved discount in any channel is less favorable for UCA than the Discount Guarantees, PBM shall credit UCA's invoice for the difference between the Discount Guarantees and the achieved discount within thirty (30) days of the PBM's completion and the client's acceptance of each quarterly measurement. The only parameter that may be changed from the above methodology is the measurement period. All other parameters are required.

Please confirm your acceptance of the above methodology.

SECTION IV SUMMARY OF ATTACHMENTS

REQUIRED ATTACHMENTS:

1. Please provide samples of all enrollment and communication materials utilized in your program. Also provide the cost of production of these materials if applicable. *Label Attachment 1.*
2. Please provide a copy of the mail order pharmacy's policies and procedures as it relates to accepting and dispensing prescriptions and exceptions processes. *Label Attachment 2.*
3. Please provide examples of all material mailed to members receiving mail order prescriptions. *Label Attachment 3.*
4. Please list the drugs you recommend be included for prior authorization.
Label Attachment 4.
5. Please include a sample ID card. *Label Attachment 5.* Please provide a demo ID and pass code to your member website for evaluation by UCA and Stephens Insurance, LLC.
6. Include the list of Formulary Drugs to be used for UCA. *Label Attachment 6.*
7. Provide the Implementation Timeline for plan start up. *Label Attachment 7.*
8. Provide a sample of a CLIENT Set-Up sheet. *Label Attachment 8.*
9. Please provide a copy of each of your standard reports. *Label Attachment 9.*
 - UCA requires monthly experience reports and claims information be sent to Stephens Insurance.
10. Please return a redlined signed Agreement with your RFP response as an attachment and *Label Attachment 10.*

Please review and complete the Claims Repricing Data sheet provided. (Appendix 3).

SECTION V APPENDIX LIST

APPENDIX 1: UCA PLAN DESIGN

Please acknowledge that your organization can administer the current plan design. Please be advised, the medical plan could change during the renewal process and could impact the copayment structure below:

	Option 1: HDHP	Option 2:PPO
CY Deductible-Individual	\$3,000	\$2,000
CY Deductible-Family	\$5,000	\$3,500
OOP Maximum-Individual	\$5,000	\$4,500
OOP Maximum-Family	\$9,000	\$8,500
Generic	\$15 after deductible	\$15 copayment
Preferred	\$50 after deductible	\$50 copayment
Non-Preferred	\$75 after deductible	\$75 copayment
Specialty	Certain specialty drugs must go through Payer Matrix. Specialty drugs must be filled through the Prime Therapeutics specialty pharmacy and are limited to a 30 day supply. Prior Authorization and Step Therapy apply.	Certain specialty drugs must go through Payer Matrix. Specialty drugs must be filled through the Prime Therapeutics specialty pharmacy and are limited to a 30 day supply. Prior Authorization and Step Therapy apply.
Mail Order	Limited to 90-day supply of maintenance drugs per fill	Limited to 90-day supply of maintenance drugs per fill

APPENDIX 2: AGREEMENT FOR PASS-THROUGH PBM SERVICES

(To be sent as a separate file)

A standard Pass-Through Agreement is provided. The terms in the Agreement define “pass-through” procedures and guarantees. You are instructed to state the acceptance or rejection of the use of the Agreement following this section. Revisions that allow acceptance may be presented by using the “Track-Changes” procedure. Revisions moving away from the intent of the Agreement will affect overall acceptance of the RFP response. Wholesale changes to the Agreement will result in your disqualification from the RFP process.

Please return a redlined signed Agreement with your RFP response that you would propose for this client. Redlining the attached agreement is the preferred method and any submitted agreement that significantly deviates from the intent of the agreement will result in disqualification

Please return a redlined signed Agreement with your RFP response and label it Attachment 10.

APPENDIX 3: CLAIMS DATA FILE

*(To be sent as a separate file **upon request from PBMs that intend to bid**)*

Please re-price and return this file

Data to be used for a Pricing Quote and Review for Rebate Calculation

Please read and follow directions carefully. The file contains multiple tabs that must all be filled in.

Section VI: State and University Required Forms

UCA RIDER

Any contract or agreement to which the University of Central Arkansas 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.”*

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 [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☐ None of the above applies**FOR 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	☐	☐						
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☐ None of the above applies**Contract and Grant Disclosure and Certification Form**

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

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

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

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Agency Phone No. _____ Contract or Grant No. _____

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.

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: _____

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

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

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who 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: _____

Vendor Signature

Date