

Southern Arkansas University Tech

Purchasing Department

P.O. Box 3499

Camden, Arkansas 71711

REQUEST FOR PROPOSAL

SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SAUT/24-25/06	Solicitation Issued:	May 05, 2025
Description:	36-Month Document Management Service		
Agency:	Southern Arkansas University Tech		

SUBMISSION DEADLINE			
Proposal Opening Date:	Thursday, May 15, 2025	Proposal Opening Time:	1:00 p.m., Central Time
Proposal submissions for this Request for Proposals must be delivered to the Purchasing Department on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location	<p>Southern Arkansas University Tech Keisha Robinson, Manning Hall Rm 110 6251 Hussey Road Camden, Arkansas 71701</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective Contractor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Department Buyer:	Keisha Robinson	Buyer's Direct Phone Number:	870-574-4515
Email Address:	krobinso@sautech.edu	Department Main Number:	870-574-4515
Department Website:	www.sautech.edu/invitation-to-bid		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by Southern Arkansas University Tech to obtain pricing and a contract(s) for a 36-Month Document Management Service. The pricing must be valid until December 31, 2025. The Document Management Service must meet the integration requirements of our current ERP system, Jenzabar.

Please send all communications regarding this solicitation to Keisha Robinson, Buyer, at krbinso@sautech.edu, and Michael Armstrong, VCFA, at marmstro@sautech.edu.

1.2 OBJECTIVE AND GOALS

The Department seeks to

1.3 BACKGROUND AND CURRENT ENVIRONMENT

The Department has

1.4 TYPE OF CONTRACT

- A. As a result of this RFP, the Department intends to award a contract to [a single Contractor](#).
- B. The anticipated starting date for any resulting contract is [July 1, 2025](#), except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open [as irrevocable for this period](#).
- C. The initial term of a resulting contract will be for [three \(3\) years](#). Upon mutual agreement by the Contractor and Department, the contract may be renewed by TSS OSP for up to [four \(4\)](#) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this Solicitation.
- C. The terms “Request for Proposal,” “RFP,” and “Solicitation” are used synonymously in this document.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Responsive Proposal” means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. “Shall” and “must” mean the imperative and are used to identify Requirements.
- G. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.6 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	Monday, May 5, 2025
Deadline for Prospective Contractor Questions	Friday, May 9, 2025 by 11:30 a.m. CST
Answers to Questions Posted to Website Location	Monday, May 12, 2025
Proposal Due Date	Thursday, May 15, 2025 by 1 p.m. CST
Oral Presentations/Demonstrations*	As Needed
Post Anticipation to Award*	Thursday, May 22, 2025
Award Contract*	Thursday, May 29, 2025

1.7 CLARIFICATION OF SOLICITATION

- A. Submit questions requesting clarification of information contained in this Solicitation via [email to Keisha Robinson, Buyer, at \[krobinso@sautech.edu\]\(mailto:krobinso@sautech.edu\)](#) and to Michael Armstrong, VCFA, at marmstro@sautech.edu.
1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be [posted to the Solicitation posting at \[www.sautech.edu/invitation-to-bid\]\(http://www.sautech.edu/invitation-to-bid\)](#) by the close of business on the date provided Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

1.8 RESPONSE DOCUMENTS

- A. *Original Technical Proposal Packet*
1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
 2. The following items are proposal submission requirements and **must** be submitted as a [hardcopy](#) part of a Prospective Contractor's proposal response.
 - a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
 - b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
 - c. One original hardcopy of the completed [Official Solicitation Price Sheet](#).
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.

- The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the submitted price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly or **shall not** be subject to escalation.
 - v. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response
 - d. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
 - e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
 - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
 - a. *EO 98-04: Contract and Grant Disclosure Form*.
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
 - 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Additional copies
1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
 - a. **Three (3)** complete hardcopies (marked "COPY") of the *Technical Proposal Packet*.
 - b. **Four (4)** electronic copies of the *Technical Proposal Packet*.
 - c. One (1) electronic copy of the *Official Solicitation Price Sheet*.
 - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
 2. Electronic copies should be submitted on flash drives and in PDF format.
 3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
 - a. In case of a discrepancy, the original hard copy governs.
 4. If the Department requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- C. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
- D. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- E. Prospective Contractors may submit multiple proposals.

Section 2 – REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

A. The Prospective Contractor shall have

2.2 GENERAL REQUIREMENTS

System Configuration for Document Management Services

1. The solution is browser-based and accessible on a desktop, tablet or smartphone. A dependency on Java or Flash is not anywhere in the application.
2. Vendor specifies the hardware requirements for the solution, including virtualization support for some or all the solution where appropriate.
3. Cloud is the preferred deployment model.
4. UI displays all the associated metadata about a document displaying their index values, related documents, and audit history.
5. The solution provides a complete audit of all system activities including, but not limited to: date/time accessed, last modified by, changing/updating of metadata values.
6. The solution has the capability of integrating with Active Directory or SSO providers/protocols such as ADFS, CAS, Shibboleth, Okta or OneLogin. The solution also supports authentication through third-party authentication methods such as those provided by Google, Facebook, or Microsoft.
7. The solution integrates with the Jenzabar software student information system to automate the transfer of data collected in forms to the operating system of record.
8. The solution is secure for different departments and utilizes a group or role-based approach.
9. The overall offering addresses a means of conversion for documents currently in Open Extender platform to the new solution. Show experience in migrating documents from our current Open Extender platform.
10. Capture and index documents in large quantities.
11. Ability to attach support documents.
12. Notifications related to maintenance downtime.

User Interface

1. The solution provides a full-featured, browser-based user interface that supports use across desktops, tablets and mobile phones. This includes the ability to scan or capture content within the browser and is not dependent on having to install an app from the App Store or Google Play.
2. The solution is platform agnostic and function across all device types and platforms.
3. The solution is expected to function uniformly across industry-standard internet browsers (Edge, Firefox, Safari, Google Chrome)
4. The user interface of the solution allows for easy navigation of users.
5. Screens and interfaces are well organized and not cluttered with unnecessary information.
6. The system supports the ability to scan using a TWAIN compliant scanner via the web, without the need for a separate mobile scanning client application.
7. The browser-based client displays all the associated metadata about a document displaying their index values, related documents, and audit history.

Content Management

1. The solution provides a simple, user-friendly process for storing and accessing documents.
2. The solution provides the ability to create multiple document types and organize the files in a secure manner that is easily searchable.
3. The setup of the file structures does not require advanced technology experience but is restricted to limited users responsible for that business area.
4. The solution provides the option to digitally comment, adjust the contrast, invert the color, or mark up a document while maintaining the integrity of the original document and offering the option to print the document with or without annotations.
5. The solution is able to audit and uniquely identify faculty, staff, and students using their unique ID as well as log actionable items such as when documents were viewed, deleted, or modified.
6. The solution keeps track of the history for all documents entered into the system.
7. The solution allows for the specification of required index fields based on certain document types.
8. The solution provides a robust and user-friendly search engine. The search engine searches documents for a variety of individual or group fields of data entered at any point during the process (i.e., name, user name, ID,

document type, keyword, etc.). Further, the solution's search capabilities include advanced searches and customizable searches.

9. The solution provides the ability to create an unlimited number of customizable index/metadata.
10. The solution provides the ability to define retention policies to delete documents based on customizable criteria.

Workflow

1. The solution allows the ability for workflows to cross departmental boundaries.
2. The solution provides a work queue for documents or other content awaiting review by a person or group.
3. The workflow component creates notifications or alerts via emails to notify entire teams, groups or individuals who need to be informed on pending tasks.
4. The solution provides automated digital workflows to route documents for review and approval.
5. Workflows are built using a browser-based, graphical workflow designer that doesn't require any custom coding or scripting.
6. Workflows are static or dynamic/conditional in nature, where workflow processes alter based upon conditions within a document's indices or e-form data fields.
7. Workflows are sequential or parallel in nature.
8. Workflows involve individuals or groups as actors in the workflow process.
9. Workflow supports role-based workflow actors.
10. Data collected within an e-form is exported at any point in the workflow process.
11. Data fields are updated based on workflow actions at any point in the workflow process.
12. The software and workflow can be set up to accommodate employee contracts to include creating contracts, sending contracts to employees not yet employed with the college to acquire signatures, and to route to senior management for approvals.
13. Workflow should allow for email reminders to be sent to remind users that forms are waiting to be reviewed.

E-Forms

1. The solution allows for the ability to create unlimited electronic forms via a point-and-click interface.
2. The solution allows for an unlimited number of forms to be submitted.
3. Electronic forms are created natively within the solution and are mobile responsive immediately upon saving and publishing the form.
4. The solution allows for the upload of existing fillable PDF forms to be used as electronic forms within the product.
5. The solution automatically saves a form at predetermined intervals as it is being filled out so that if a user gets disconnected or times out they can immediately go back and fill out the form at a saved state.
6. The solution should allow for unlimited electronic signatures as part of a workflow process.

Data Integration

1. Your company is strategic partner of Jenzabar, Inc.
2. Content stored within the solution is accessible via documented web APIs for integration with other systems or custom development.
3. The solution allows integration with the Jenzabar One student information system for pre-population of data within e-forms, as well as the writing back of data collected through e-forms. Please discuss the integration options available.
4. The solution allows integration with the Jenzabar One student information system for pre-population of index fields within the Content Management solution. Please discuss integration options available.
5. The solution accesses basic information from Active Directory and/or SSO tool or within an accessible database and pre-populate forms with this information accordingly.
6. Content generated by the Jenzabar One student information system as well as the Jenzabar Recruitment Manager (JRM) module is automatically captured, imaged, indexed and filed into the appropriate student, vendor or employee folder within the content management solution.
7. Content is quickly queried and accessed based upon data displayed on an active Jenzabar One screen.
8. Content is quickly indexed based upon data displayed on an active Jenzabar One screen.

Access and Administration

1. System should be proposed as an unlimited end user licensing solution.
2. The solution is deployed via a web browser without the need to install client software on each workstation.
3. The system must support Department-level administration, allowing for users within a department to only have access to certain documents, workflows, or forms.
4. The solution provides a robust, browser-based administration system accessible on desktops, tablets and smart phones. This system allows administrators to make changes (to users, profiles, permissions, designations, etc.) in a simple, straightforward manner.

5. The solution provides the ability to create user groups and roles for the management of access rights and privileges (visible document types, annotation options, indexing options, etc.).
6. The solution allows for a configurable way to automatically log users out of the system due to inactivity.
7. The system must support integration with single sign-on via Shibboleth/SAML or CAS protocols.
8. The system must support internal role-based user permissions. These roles should be used to customize a person's security profile (authorizations).
9. Audit trails must record all users' and administrators' activities and be protected from tampering and deletion for both the application and database layer.

2.3 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Table B: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE B: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Integration with Jenzabar (J1)	Meets all requirements for true integration not just interface or SFTP.	<i>Contract will be deemed invalid if Contractor cannot meet standards.</i>

SECTION 3 – SELECTION

3.1 SELECTION PROCESS

- A. The Department will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. A Department-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table C: Scoring Table*.

TABLE C: SCORING TABLE

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score and rank for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

3.2 TECHNICAL PROPOSAL SCORE

- A. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
2. The Department has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Qualifications/ Experience to Integrate with Jenzabar J1	70	70%	490
E.2 Solution	20	20%	140
E.3 Risk Management	10	10%	70
Total Technical Score	100	100%	700

*Subsection's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

B. The proposal's weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation
 B = Maximum Raw Points possible for subsection
 C = Maximum Weighted Score possible for subsection
 D = Weighted Score received for subsection

C. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

3.3 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest total contract cost as shown in [Table One \(1\)](#) on the completed *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*C = D$$

A = Lowest Estimated Cost
 B = Second (third, fourth, etc.) Lowest Estimated Cost
 C = Maximum Points for Lowest Estimated Cost
 D = Total price points received

3.4 GRAND TOTAL SCORE

A. The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal.

B. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.

C. The State may move forward to Discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	MAXIMUM POINTS POSSIBLE
Technical Proposal	700

Cost	300
Maximum Possible Grand Total Score	1000

3.5 DISCUSSIONS

- A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
- B. The Southern Arkansas University Tech reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and Office of State Procurement rules.
- C. After initial evaluation, Southern Arkansas University Tech may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

3.6 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be [posted to the Solicitation posting website](#) by the date and time listed in Table A.
 - 1. It is the responsibility of Prospective Contractors to check the [website](#) for the posting of an anticipated award.
- B. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- C. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor’s understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R8:19-11-229).
 - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
 - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

4.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register by emailing a request for the New Vendor Forms to Keisha Robinson at krbinso@sautech.edu.
- B. If EFT payment is wanted, the Successful Contractor represents and warrants that, before any work is done for this Solicitation, the Successful Contractor has taken or **shall** take all actions necessary to receive payment from SAU Tech through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
 - i. Providing all information requested by SAU Tech to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - 1. Account holder's name
 - 2. Account number
 - 3. Routing number
 - 4. Financial institution official's contact information and signature
 - ii. Email Keisha Robinson, Procurement Manager, at krbinso@sautech.edu all EFT information requested above or mail to:

Southern Arkansas University Tech

Attn: Procurement Manager

PO Box 3499

Camden, Arkansas 71711

- iii. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to SAU Tech at krobinso@sautech.edu. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.
- A. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
 - B. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
 - C. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
 1. Remain property of the State.
 2. Be kept confidential as permitted or required by law.
 3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
 - a. The Contractor **shall** properly identify items being returned.
 - D. The Contractor **shall** invoice Southern Arkansas University Tech as required by the Purchasing and should not invoice Southern Arkansas University Tech in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
 - E. **The Contractor must submit an itemized invoice to SAU Tech.** Southern Arkansas University Tech's purchase order number and/or the contract number should be referenced on each invoice. Invoices must be emailed to acctpay@sautech.edu and mailed to:

Southern Arkansas University Tech

Attn: Accounts Payable

PO Box 3499

Camden, Arkansas 71711

- F. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
- G. Payment will be made only after the Contractor has successfully satisfied Southern Arkansas University Tech as to the reliability and effectiveness of the goods or services purchased as a whole.
- H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- I. This RFP incorporates all terms of the [Services Contract \(SRV-1\) Fillable Form \(found here\)](#) or [Standard Commodities Contract Template \(found here\)](#).
 - 1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - 1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.
 - a. the Solicitation.

4.3 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 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.
- B. Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.

6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product 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.
 - D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.
 - E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.
 - F. The proposed commodities, services, or both **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can found [here](#). Only those standards that are fully promulgated or have been approved by the Governor’s Office apply to the solution.

4.4 MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor’s Certification Number should be included on the *Proposal Signature Page*.

4.5 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If Southern Arkansas University Tech deems redacted information to be subject to a public record request under FOIA, Southern Arkansas University Tech will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. Southern Arkansas University Tech has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.



Contract #: _____

STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID #	
Service Type		Procurement Method	

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	
Division	

Contractor Name			
Contractor Address			
Contractor Number		Minority/Women Owned Business	<input type="radio"/> Yes <input type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on _____, and shall continue until _____, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

Contract #: _____

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than _____ (mm/dd/yyyy).

- 4. Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

- 5. Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and

Contract #: _____

any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: _____ (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: _____ (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

- 6. Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation _____ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. Termination & Cancellation Clauses.

- A. **Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For Convenience. The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

C. For Cause. The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, 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 Agency under the provisions of existing law.

12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres

to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-11-265.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

20. Attachments.

- 1. Certification of Contractor
- 2. Calculation of Compensation, as applicable;
- 3. Source of Funds
- 4. Objectives, Scope, and Performance Standards, as applicable; and
- 5. Performance Details, as applicable
- 6. Additional Attachments as applicable
 - A. _____
 - B. _____
 - C. _____

21. Notices.

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice.** A notice given under this Contract will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

_____	_____
Name	Title
_____	_____
Telephone #	Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

_____	_____
Name	Title
_____	_____
Telephone #	Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

Contract #: _____

Name

Title

Telephone#

Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software (“Information Technology”), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at [Technology Access Clause](#) and are included herein by reference, as applicable.

23. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name

Printed Name

Title

Title

Address

Address

Signature

Signature

Date

Date

Attachment #1 CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, _____ (Contractor) _____ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None."

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub- contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

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

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restriction:** Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.

Contract #: _____

Attachment #2 Calculation of Compensation

Calculation of Compensation (for Professional & Consulting Service Contracts Only):

A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		

Total compensation inclusive of expenses reimbursement: _____

Annual Contract Amount: _____

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
TOTAL SERVICES			

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			

Total services inclusive of commodities: _____

Annual Contract Amount: _____

