



HENDERSON STATE UNIVERSITY

# HENDERSON STATE UNIVERSITY REQUEST FOR PROPOSAL

## DIVISION OF AVIATION SINGLE ENGINE AIRCRAFT RFP #24-06

Notice is hereby given that proposals will be accepted by Arkansas State University until **July 8, 2024** at 11:00 a.m., Central Time, on May

***Submit proposals to:***

Arkansas State University  
Procurement Services

PO Box 1860

State University, AR 72467-1860

Or

Arkansas State University  
Procurement Services

2713-A Pawnee Street

State University, AR 72467

### **Projected Timetable**

The following should be used as a working guide for planning purposes. Arkansas State University reserves the right to adjust this timetable as required during the course of the process.

<b>ACTIVITY</b>	<b>DATE</b>
<b>RFP Issued:</b>	<b>May 15, 2024</b>
<b>Deadline for Questions on Proposal</b>	<b>May 29, 2024</b>
<b>Responses to Questions posted on website</b>	<b>June 5, 2024</b>
<b>Public opening of proposals</b>	<b>July 8, 2024 11:00 a.m. CST</b>
<b>Completion of proposal review and contract selection</b>	<b>July 2024</b>
<b>Intent to award letters emailed</b>	<b>July 2024</b>
<b>Arkansas Legislative Review</b>	<b>August 2024</b>
<b>Contractor Commences Performance</b>	<b>September 2024</b>

*Arkansas State University/Henderson State University reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.*

*General Terms and Conditions for RFPs can be found [here](#). Please review these terms before signing the proposal page.*

**RFP # 24-06**  
**DATE: July 8, 2024**

**ACKNOWLEDGMENT OF RECEIPT**

**Signature Required for Response**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University's acceptance, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

<b>Vendor Name:</b>	
<b>Mailing Address:</b>	
<b>City, State, Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Typed/Printed Name of Signor:** \_\_\_\_\_ **Title:** \_\_\_\_\_

\_\_\_\_\_ **YES, Our Company does have an interest in responding.**

\_\_\_\_\_ **NO, our company does not have an interest in responding.**



## **1.00 Introduction**

Henderson State University (the “University”) is issuing this Request for Proposal (“RFP”) for the purpose of acquiring a lease/rental agreement to establish a contract with a qualified company to provide four (4) Single Engine (Trainer) Aircraft for Henderson State University’s Department of Aviation in accordance with the specification’s contained in this request.

In order to simplify the University’s task of evaluating all of the proposals we have developed a format in which all proposals must be prepared. Failure to adhere to this format or to omit any of the information that is required will result in your firm’s proposal being disqualified.

The contract will be awarded to the vendor, firm, contractor, offeror or proposer (“vendor”) who best satisfies all of the University’s needs at optimum cost and service performance. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item in the Proposal Packet. The University shall issue a firm, fixed-price contract for the services resulting from this RFP.

Henderson State University is one of multiple components of the Arkansas State University System. If another Arkansas State University campus desires to utilize the services of the selected provider, and the provider agrees, they may enter into an agreement as provided in this RFP. The data, specifications, and administrative requirements outlined herein are intended to serve as a general guideline for each proposal. Each firm is expected to submit a fully detailed proposal which adequately describes the advantages and benefits which the University would realize by accepting its proposal.

**INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT:** In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and if the proposer agrees, they may enter into an agreement as provided in this RFP.

## **2.00 Issuing Officer and Contract Administrator**

Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO

Director of Procurement Services

Phone: (870) 972-2028

Email: lglasco@astate.edu

**Project Officer: Shannon Clardy, Dean, College of Aviation, Science, and Nursing**

**Phone: 870.230.5165**

**Email: clardys@hsu.edu**

## **3.00 Anticipated Procurement Timetable**

<b>ACTIVITY</b>	<b>DATE</b>
<b>RFP Issued:</b>	<b>May 15, 2024</b>
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Arkansas Legislative Review	August 2024
Contractor Commences Performance	September 2024

#### **4.00 Submission of Proposals**

No later than 11:00 a.m., provide one signed original (marked “original”) in the response. The bidder must also provide the bid response in electronic form on a flash-drive (preferred). **Under no circumstance will late bids or unsigned be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. RFPs MUST arrive and be time-stamped by our office, located at 2713-A Pawnee, prior to the time and date specified on the Request for Proposal sheet.**

Arkansas State University  
Procurement Services  
PO Box 1860  
State University, AR 72467-1860  
Or

Arkansas State University  
2713-A Pawnee Street  
Jonesboro, AR 72401

#### **5.00 Proposal Format**

Each proposer must utilize the *Proposal Packet* to submit their proposal. The following items are Proposal Submission Requirements and must be submitted as a hardcopy and electronic copy in the original *Proposal Packet*.

A. Original signed *Proposal Signature Page*. (See *Proposal Packet*.)

1. One (1) original hardcopy and (1) electronic copy of the proposal response which includes:
  - a. Proposal response to the *Information for Evaluation* section included in the *Proposal Packet*. Proposal response **must** be in the English language.
  - b. *Official Solicitation Price Sheet*.

#### **6.00 Award and Term**

The University reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Awards will be made to the proposer whose proposal conforms to the RFP and, in the sole judgement of the University, will be the most advantageous to the University.

The required services are to commence **September 2024**, and unless terminated sooner, shall continue in force for an initial period of four (4) year contract with the option of a renewal contract in terms of three (3) years providing both parties agree. The extensions, in accordance with the original terms of the contract upon mutual agreement in writing. Upon the seventh year, the lease agreement will be re-evaluated with the option to continue.

#### **7.00 Rejection of Proposals**

In order to simplify the University’s task of evaluating all of the proposals we have

developed a format in which all proposals must be prepared. Failure to adhere to this format or omitting any of the information that is required may result in your firm's proposal being disqualified.

**8.00 Public Opening of Proposals**

A public opening of all Technical/Business proposals will be held **July 8, 2024 at 11:00 a.m. CST.**

Arkansas State University  
Procurement Services  
2713-A Pawnee Street  
State University, AR 72467

NOTE: When circumstances warrant and at the sole discretion of the University, the University may elect to conduct the proposal opening entirely via video conference. If the University makes this election, the University shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

**9.00 Contract Governance and Indemnification**

The contract will incorporate the contents of the RFP as well as any negotiated terms and conditions. Vendors should note the following regarding the University's contracting authority and amend their documents accordingly. Failure to conform to these standards will result in rejection of the proposal.

This contract shall be governed by and constructed in accordance with the laws of the state of Arkansas. Arkansas State University is an agency of the state of Arkansas and the state and its agencies are protected from suit by sovereign immunity. Nothing in this contract is intended to nor shall it waive this sovereign immunity. Any provision of this contract in conflict with the laws of the state of Arkansas is null and void.

The Bidder shall indemnify and hold harmless the University, its officers, and its employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the contract or the provision of services thereunder.

The University will cooperate with the Bidder in the defense of any action or claim brought against Bidder seeking damages or relief for any loss, expense, damage, liability, claim, or demand either at law or in equity for actual or alleged injuries to persons or property arising from any negligent actor omission by the University or its employees or agents in performance of this contract. The University also will cooperate in good faith with the Bidder should the Bidder present any claims of the aforementioned nature against the University to the Arkansas State Claims Commission and will make reasonable effort to expedite any hearing or other action before the Commission. However, the University reserves the right to assert in good faith any and all claims and defenses available to it in any such proceedings before the Commission or other appropriate forum.

Additionally:

1. The State of Arkansas may not contract with another party to:

1. Indemnify and defend that party for any liability and damages. However, the University may agree to hold other party harmless from any loss or claim resulting directly from and attributable to the University's use or possession of equipment or software and reimburse the party for the loss caused solely by the University's use or possession.
  2. Upon default, to pay all sums to become due under the contract.
  3. Pay damages, legal expenses or other costs and expenses of any party.
2. A party wishing to contract with Arkansas State University must:
1. Remove any language from its contract that grants remedies other than:
    - The right to possession.
    - The right to accrued payment.
  2. Include in its contract language specifying that the laws of the State of Arkansas govern the contract.
  3. Acknowledge in writing that contracts with the University become effective when awarded.

#### **10.00 Cost for Proposal Preparation**

The University will not reimburse any proposer's costs incurred in the preparation and submission of proposals.

#### **11.00 Further Information**

Proposers are cautioned that the University is not obligated to ask for or accept after the opening date, clarifications which are essential for a complete and thorough evaluation of the proposal. However, should the University request additional information, either written or oral, the bidder must provide. Refusal to honor such requests may result in rejection of the proposal. The University may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted in the most favorable and complete terms possible.

If the University so chooses, it shall also have the right to enter into discussions or negotiations with the qualifying vendor(s) to further define contractual details. All such discussions shall be conducted at the sole discretion of the University, and may be conducted at any lawful time of the University's choosing. The University shall solely determine the items to be discussed or negotiated.

If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the University decides not to move forward with an award.

The University may elect to request best and final offers. Any best and final offer request made by the University will be conducted with the responsible vendors that fall within the competitive range. The competitive range shall be defined as the five highest ranked vendors pursuant to Section 17.00.

#### **12.00 Proprietary Information**

Proposals and documents pertaining to this RFP become the property of the University and shall be open to public inspection following the proposal opening, excluding proprietary information as exempted by law. Proprietary information submitted in response to this RFP must be separately packaged, sealed, and clearly labeled "PROPRIETARY". Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the proposer prior to submission.

"Proprietary information or information which, if disclosed, would give advantage to competitors or bidders ("Proprietary Information") submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. **The bidder should submit one complete electronic copy of the proposal from which any Proprietary Information has been removed.**

The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection. If the State of Arkansas deems redacted information to be subject to the FOIA, the bidder will be contacted prior to sending out the information."

All proposals must be executed by an authorized officer of the bidder and must be held firm for acceptance for a minimum period of 150 days after the opening date.

### **13.00 Examination of Records**

The Bidder agrees that the University or its duly authorized representatives shall at any time during the term of this contract have access to, and the right to audit and examine any pertinent records of the Bidder related to this contract. The Bidder shall retain such records for a period of no less than five (5) years from the date the records are made, unless the University authorizes earlier disposition. The Bidder agrees to refund to the University any underpayments or overcharges disclosed by auditor to take other acceptable corrective action.

**14.00 Permits and Licenses** The Bidder will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

### **15.00 Performance Standards**

- A. State law requires that certain contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards the Bidder must meet in order to avoid assessment of damages.
- B. The University and Bidder will negotiate Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The University shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to

do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Bidders as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards shall become a binding part of the contract.
- E. Performance Standards shall continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages, as defined and agreed upon in the Performance Standards.
- G. In the event a Performance Standard is not met, the Bidder will have the opportunity to defend or respond to the insufficiency. The University may waive damages if it determines there were extenuating factors beyond the control of the Bidder that hindered the performance of services or if it is in the best interest of the State to do so. In these instances, the University shall have final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, Bidder shall follow the direction of the agency regarding the required compensation process.

#### **16.00 Scope of Services**

The Contractor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. The Contractor is to respond in order and refer to the section number key point in section.

Henderson State University will rent/lease four (4) Single Engine Training Aircraft, Pricing (rental) on the aircraft is to remain firm until an award can be made. The timeframe from the completion of this project is until accepted completion by the University. Bidders may elect to include terms of aircraft trade-in, if they choose to accept aircraft currently owned by Henderson in exchange for lease payments.

- The airplanes will be used for instructional purposes only by the Henderson State University Aviation Division.
- Delivery of the aircraft will be to the Arkadelphia Municipal Airport, Arkadelphia, Arkansas. This is a dry lease rental.
- The aircraft must be equipped with single engines
- The aircraft must be well-equipped with executive AC cabin and required other mandatory features.
- Must have a valid GST registration number (GSTIN) at the time of delivery.
- Aircraft must be compliant with all safety norms as required by law.
- Bidder shall make aircraft (s) available for inspection at the Arkadelphia Municipal Airport (KDAF) within 7 working days of request. All expenses associated with the demonstration will be borne by the bidder.
- The successful Bidder is required to assume liability for the aircraft until delivery is complete and has been accepted by Henderson State University with acceptance requirements. The acceptance consists of the Dean of the College of Aviation, Science, and Nursing under the advisement of the HSU Director of Aviation, the Director of Maintenance, and the Chief Flight Instructor agreeing that the product is satisfactory.
- HSU expects the successful Bidder to resolve any problems reported as soon as



possible. The successful Bidder will be required to repair/replace equipment, on site, within 20 calendar days of reporting of problem(s).

- Successful Bidder shall provide specific maintenance training, by Bidder's personnel or representatives and in person, to the HSU maintenance personnel at a location designated by the HSU maintenance personnel, .

## SPECIFICATIONS OF AIRCRAFT

Bidder must be in possession of the aircraft or have the aircraft on order upon the awarding of the contract. The delivery date of the aircraft must be agreed upon by the Director of Aviation and Chief Flight Instructor. Airplanes shall be delivered to Henderson State University, Department of Aviation at the Arkadelphia Municipal Airport (KADF). The payment of the lease agreement will not begin until the aircraft is on-site and acceptance by University has been completed pursuant to the acceptance terms of this RFP.

### **General**

The specifications and requirements listed herein are minimum requirements and are mandatory for a responsive bid. The equipment proposed shall be equal to or better than items listed.

### **Manuals**

Documentation must be included for each aircraft delivered.

### **Specifications**

#### **Cessna 172, Piper Pilot 100i, Piper Archer Tx, Tecnam P-Mentor, Tecnam P2010, Cirrus TRAC20, or Sling 2**

- Rotax or Lycoming Engine
- Aircraft must meet Day VFR, Night VFR, and IFR equipment requirements
- Preferably aircraft meets the FAA TAA requirement: 14 CFR 61.129 (j).
- Upon awarding the contract the serial number and tail number of the aircraft must be provided
- Aircraft must be available for a test flight before the lease agreement begins.

### **Excellent Exterior**

- Paint shall have a good luster (preferably less than five years to exhibit a modern paint scheme in Henderson's colors)
- Paint shall have no major scratches
- No part of the aircraft shall have missing or mismatched paint

**Excellent Interior**

- All seats match (prefer upholstery less than five years old)
- No tears or stains in seats
- No tears or stains on carpet
- Color of seats, trim and carpet complement each other and the aircraft paint scheme
- Fire Extinguisher
- Windshield Defroster
- Ventilation Adjustable
- Heating System

**Garmin G1000, G3X, or Comparable Flight Deck System**

**GPS approved for IFR navigation**

**Aircraft approved for IMC flights**

**GNC 255A COM/NAV or Comparable Unit (preferably dual COM/NAV units)**

**Additional Requirements**

1. The Lessor (Bidder/Contractor) shall supply factory remanufactured engines when TBO is reached.
2. The Lessor (Bidder/Contractor) shall supply propellers when TBO is reached.
3. HSU shall provide insurance on the aircraft.
4. HSU will take care of the routine maintenance as required by FAA.

The Lessor shall agree to combine this aircraft's hourly lease minimum with any other aircraft's hourly lease minimum that may also be in place by the Lessor so that the total number of minimum hours for all aircraft leased from the Lessor shall become a fleet minimum that may be absorbed by any and all aircraft leased from Lessor, with the fleet minimum not to exceed the total of all individual minimums; or similarly agree to combine any future additional individual aircraft hourly lease minimums into a fleet hourly minimum should the Lessor not currently have another lease in place with Henderson State, with that fleet minimum not to exceed the total of all individual minimums.

**Maintenance**

- A. Lessee agrees to provide the necessary labor and material for all scheduled of unscheduled maintenance of the aircraft, including annual inspections and compliance with FAA airworthiness directives.
- B. Lessor agrees to replace or overhaul the engines at manufacturers recommended TBO. Lessee will not be required to make the monthly rental payment while the aircraft is out of service for the engine replacement or overhaul.

## SELECTION

### **19.00 Selection Process**

A. The following is a high-level overview of the overall selection process.

- Procurement Services will review each *Proposal Packet* to verify Proposal Submission Requirements have been met. *Proposal Packets* that do not meet Proposal Submission Requirements will be rejected and will not be evaluated.
- An Evaluation Committee (hereinafter referred to as “Evaluators”) will evaluate and score qualifying proposals. Evaluation will be based upon Vendor’s response to the *Information for Evaluation* section included in the *Proposal Packet*.
  - a. 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 following Scoring Description.
- After initial individual evaluations are complete, 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.
- After Evaluators have had an opportunity to discuss their individual scores with the committee, the individual Evaluators will be given the opportunity to change their initial individual scores if they feel that is appropriate.
- The final individual scores of the Evaluators will be recorded on the Consensus Score Sheet and averaged to determine the group or consensus score for each proposal.
- Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- The University will conduct cost checks based on the cost submitted by each Bidder on the *Official Solicitation Price Sheet*.

### **20.00 Proposal Score**

The following approach will be used in evaluating the proposals:

- I. Review the proposals
- II. Individual evaluator scores proposal
- III. Group committee discusses scores
- III. Select finalist(s)
- IV. Schedule interview if needed
- V. Select the vendor

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

<b>INFORMATION FOR EVALUATION SUBSECTIONS</b>	<b>MAXIMUM POINTS</b>
Vendor's overall proposal content - Understanding of requirements and scope of services	20%
Vendor's experience - Narrative of current organizational structure and history - Years in business	20%
Vendor's performance of Similar Engagements	20%
Recommendations and/or references from third parties	10%
Cost of Services	30%
<b>Total Score</b>	<b>100%</b>



## PROPOSAL SIGNATURE PAGE

*Type or Print the following information.*

<b>RFP</b>		<b>24-06</b>		<b>Issue Date: May 15, 2024</b>	
<b>Commodity Description:</b>		<b>Lease/Rental of four Single Engine Aircraft</b>		<b>Opening Date</b>	<b>July 8, 2024 11:00am. CST</b>
<b>PROCUREMENT CONTACT INFORMATION</b>					
Name:	Lisa Glasco, CPCP, CPPB, CPPO, NIGP- CPP, APO	Phone:	(870) 972-2028 – 870-972-3449		
Title:	Director of Procurement Services	Email:	lglasco@astate.edu		
<b>MAILING ADDRESS:</b>					
<b>Non-USPS Delivery Address</b>			<b>USPS Delivery Address</b>		
Arkansas State University Procurement Services c/o Central Receiving 2713 Pawnee State University, AR 72467			Arkansas State University Procurement Services PO Box 1860 State University, AR 72467		

**Instructions:**

- RFP should be submitted by the time and date specified above.
- The Prospective Contractor should provide the information below.
- *RFPs must be returned in a sealed envelope. RFPs are not accepted via fax or email.*
- Terms and Conditions governing this request for bid can be found at [here](#). Please review before signing.

<b>PROSPECTIVE CONTRACTOR INFORMATION</b>					
Company Name: _____					
Name (type or print): _____			Title: _____		
Address: _____					
City: _____		State: _____		ZIP Code: _____	
Telephone Number: _____			Fax Number: _____		
E-Mail Address: _____					
<b>Signature:</b> _____					
<i>Use ink only.</i>					

Arkansas State University is an Equal Opportunity Employer

**INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT:** In accordance with Arkansas Code §19-11-249, this bid and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this bid.

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **SUBMISSION REQUIREMENTS CHECKLIST**

Per the solicitation, the following items **must** be submitted with the Prospective Contractor's proposal:

- Proposal Signature Page*
- Information for Evaluation*
  - Experience and performance*
  - Vendor's performance of Similar Engagements*
  - Recommendations and/or references from third parties*
- Official Solicitation Price Sheet*
- EO 98-04: Contract and Grant Disclosure Form*
- Minority Business Policy, Illegal Immigrant Confirmation, Israel Boycott Restriction*
- Copy of Prospective Contractor's Equal Opportunity Policy*
- Signed addenda, if applicable*

**\*\*Insert a page for each of these criteria**

**INFORMATION FOR EVALUATION – EXPERIENCE AND PERFORMANCE**

**INFORMATION FOR EVALUATION – PERFORMANCE OF SIMILAR ENGAGEMENTS**

**INFORMATION FOR EVALUATION – RECOMMENDATIONS AND/OR REFERENCES**

RFP #24-06

ASU/HSU DIVISION OF AVIATION RENTAL/LEASE AGREEMENT SINGLE ENGINE AIRCRAFT  
Official Price Sheet

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

**NOTE:**

1. The University will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.
3. All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

**Monthly Lease Cost \$** \_\_\_\_\_

**Yearly Lease Cost \$** \_\_\_\_\_

**Option to Buy** \_\_\_\_\_

**ESCALATION CLAUSE:**

If vendor requires an increase in the price of the Services after the initial contract period, the increase must be stated in a percentage for each of the additional years.

Increased cost, if any, to renew:

2<sup>nd</sup> Year \_\_\_\_\_ %

3<sup>rd</sup> Year \_\_\_\_\_ %

4<sup>th</sup> Year \_\_\_\_\_ %

5<sup>th</sup> Year \_\_\_\_\_ %

6<sup>th</sup> Year \_\_\_\_\_ %

7<sup>th</sup> Year \_\_\_\_\_ %



## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: \_\_\_\_\_ SUBCONTRACTOR NAME: \_\_\_\_\_

Yes  No

IS THIS FOR:

TAXPAYER ID NAME:  Goods?  Services?  Both?

YOUR LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

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

### FOR INDIVIDUALS \*

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

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

None of the above applies

### FOR AN ENTITY (BUSINESS) \*

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

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
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 \_\_\_\_\_ Agency \_\_\_\_\_ Agency \_\_\_\_\_ Contact \_\_\_\_\_ Contract  
Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_



**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. **Minority Business Policy:** It is the policy of the State of Arkansas and this University that Minority Business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the University encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the circumstances preventing minority exclusion. MINORITY PURCHASING REPORTING: The Minority Business Economic Development Act defines a "Minority" as a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; or (E) Pacific Islander American; (F) A service-disabled veteran as designated by the United States Department of Veterans For Veterans Affairs; (G) "Women-owned business enterprise" means a business that is at least fifty-one percent (51%) permanent residents of this state. For purchasing records and informational purposes only, pursuant to 15-4-312 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.
  
- 2. **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.
  
- 3. **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. Click this link to certify: <https://www.ark.org/tss/immigrant/index.php/user/search>
  
- 4. **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.
  
- 5. **Scrutinized Company Restriction:** Required with bid or proposal submission. A state agency shall not contract with a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and 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 contractor. 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:

**Check boxes below:**

Minority Business  Yes  No If yes, describe minority status \_\_\_\_\_

**Check all boxes certifying your company does not participate in these restrictions:**

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

Vendor Name: \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date