



# ARKANSAS STATE UNIVERSITY

## REQUEST FOR PROPOSAL

### Technology Support Consultant RFP #25-10

Notice is hereby given that proposals will be accepted by Arkansas State University until 11:00a.m., Central Time, on November 21, 2024 for **Technology Support Consultant**.

*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.

ACTIVITY	DATE
RFP Issued:	November 5, 2024
Deadline for Questions on Proposal	November 11, 2024
Responses to Questions posted on website	November 13, 2024
Public opening of proposals	November 21, 2024 11:00 a.m. CST
Completion of proposal review and contract selection	November/December 2024
Intent to award letters emailed	November/December 2024
Arkansas Legislative Review	December 2024
Contractor Commences Performance	January 1, 2025

*Arkansas 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 No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.*

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

**RFP #25-10**  
**DATE: November 21, 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.**

## ADMINISTRATIVE OVERVIEW

### Background

Arkansas State University enjoys a reputation as a national doctoral granting institution of higher education as recognized by the Carnegie Foundation as a Research 2 institution. It is the only comprehensive public university located in this region. Dedicated to teaching, research and service, the University provides students with the broad educational foundations that help develop critical thinking and analytical skills, decision-making capabilities, and communication skills.

This institution was founded in 1909 by the Arkansas Legislature as a regional agricultural training school. It began offering a two-year college program in 1918, then was renamed "First District Agricultural and Mechanical College" in 1925. A four-year degree program was begun in 1930; A & M College became "Arkansas State College" in 1933. The Arkansas Legislature elevated the college to university status and changed the name to Arkansas State University in 1967.

Master's degree graduate programs were initiated in 1955, and A-State began offering its first doctoral degree, in educational leadership, in the fall of 1992. Programs at the specialist, master's, bachelor's and associate degree levels are available through the various colleges: Agriculture, Neil Griffin Business, Communications and Liberal Arts, Education and Behavioral Science, Engineering and Computer Science, Nursing and Health Professions, Sciences and Mathematics, and University College.

Arkansas State University commitment to excellence in higher education is demonstrated by its accreditation by The Higher Learning Commission of the North Central Association of Colleges and Schools, as well as 18 specialized accrediting organizations.

Arkansas State is a member of the Arkansas State University System.

### The Mission of Arkansas State University

Arkansas State University *educates* leaders, *enhances* intellectual growth, and *enriches* lives.



**1.00 Introduction**

Arkansas State University (the “University”) is issuing this Request for Proposal (“RFP”) for the purpose of a firm or firms to provide assistance with training and interim staffing due to numerous staffing changes and shortages within the last year.

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.

Arkansas 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: Christina Kostick  
Phone: 870-680-8388  
Email: ckostick@astate.edu

**3.00 Anticipated Procurement Timetable**

<b>ACTIVITY</b>	<b>DATE</b>
<b>RFP Issued:</b>	<b>November 5, 2024</b>
<b>Deadline for Questions on Proposal</b>	<b>November 11, 2024</b>
<b>Responses to Questions posted on website</b>	<b>November 13, 2024</b>
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<b>Intent to award letters emailed</b>	<b>November/December 2024</b>
<b>Arkansas Legislative Review</b>	<b>December 2024</b>
<b>Contractor Commences Performance</b>	<b>January 1, 2025</b>

#### **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 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 proposal may be awarded to one or multiple vendors depending on the committee recommendation.

As a result of this RFP, the Department intends to award a contract to a single Contractor.

The required services are to commence **January 1, 2025**, and unless terminated sooner, shall continue in force for an initial period of five (5) years with the option to extend for two one-year extensions, in accordance with the original terms of the contract upon mutual agreement in writing.

#### **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 **November 21, 2024 at 11:00 A.M. CST** at

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 Office of Financial Aid and Scholarships seeks a firm or firms to provide assistance with training and interim staffing due to numerous staffing changes and shortages within the last year. These services consist of the following items listed below.

- Assist with Banner New Year Setup and awarding for 2025-2026
- Support for understanding and implementation of CSS Profile/Institutional Methodology Reviewing awarding and processing procedures to optimize efficiency and use of Banner's delivered functionality.
- Providing training to staff to ensure understanding of technical procedures
- Overall office support to maintain effectiveness and compliance

### **TECHNOLOGY SUPPORT CONSULTANT (Estimated 25 hours per week)**

The Technology Support Consultant will be responsible for ensuring continuity and quality of service in the Office of Financial Aid. The Technology Support Consultant will be responsible for the following duties:

- Participate, as a team member, in all office and division meetings.
- Utilize expertise and knowledge in federal rules, regulations, and guidance to support compliance to manage Title IV aid.
- Assist FA with the support Financial Aid module and New Year Setup in Banner.
  - Collaborate with staff and serve as a liaison between FA and IT
  - Serve as a resource to support FA and IT departments with questions and procedures related to functionality
  - Provide support to set up 2025-2026 new year, disbursement dates, disbursement rules, scholarship awarding, etc.
  - Assist with automation of processes, such as data load, tracking requirements, etc.
  - Provide support surrounding annual maintenance changes that may need to be made (ex. origination fees, etc.)
- Work with FA staff on the implementation of and training on the CSS Profile/Institutional Methodology
- Provide support and assistance surrounding the automation and enhancement of

- communication/notifications to students via Slate
- Review Automic processes and aide in solving issues surrounding non-ISIR students not being included in automated scholarship awarding processes
- Review and provide best practices or recommendations for policies, procedures, and business processes with compliance and effectiveness in mind
- Provide training to staff
  - Surrounding implementation and ongoing support procedures in order to facilitate transition to staff management of responsibilities and the end of the engagement
  - On fundamental financial aid topics as needed
  - To assist with cross-training on tasks
- Collaborate with Financial Aid to implement business process improvements that mitigate compliance risk and support student success
  - Work with Financial Aid team to create an internal quality control procedure to support compliance
- Provide processing support for the office, as needed
  - Assist with TEACH Grant processing with new FAFSA/Banner processes
  - Assist with R2T4 processing
  - Assist with Athletic Aid Processing
  - Provide support on CPOS reviews
  - Assist with Direct Loan and Pell Processing, including reconciliation
- Provide support and training to staff on necessary reports
  - Report writing via Argos training
    - Assist with creation of and training on reports to identify students in need of award adjustments due to hours changes, need, over awards etc.
  - Popsel training
- Other duties as assigned to support the continued compliance and function of the Office of Financial Aid

### **17.00 Required Information**

Please provide a general overview of your organization, including the following: the nature of your ownership (i.e. privately or publicly held), the number of employees, and the year the organization was founded.

- Describe the full scope of services and support offered by your organization.
- Explain your organization's experience working with institutions of higher education.
- Each vendor must submit the names, addresses, and telephone numbers of three (3) references.

### **18.00 Minimum Qualifications**

The University requests proposals from qualified vendors encompassing the following:

1. The vendor shall provide a historical and contemporary overview of the company, particularly as it relates to the proposed work to be done.
2. Each vendor must submit the names, addresses, and telephone numbers of three (3) references

## 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*.

In accordance to the contract: "The term of this contract will be for one (1) year, beginning July 1, 2024 and extending through June 30, 2024 with The University’s option to extend/renew the contract for six (6) additional years, each in one (1) year increments, upon agreement between The University Facilities Management and vendor. Any extensions/renewals will be considered sixty (60) days prior to the expiration date of the current contract. Contract can be terminated upon thirty (30) days written notice if service does not conform to terms and specifications set forth in the invitation for bid.

### INSURANCE:

The apparent low bidder must furnish Certificates of Insurance for General Public Liability, Automobile Liability and Workers Compensation before a contract can be awarded.

The University reserves the right to terminate this agreement with two (2) weeks written notice to the successful bidder. Reasons for early termination may include:

- 1) Failure to respond to call for service within time specified in bid

- 2) Objectionable behavior by crew members
- 3) The University’s decision not to exercise renewal option

**Performance Based Standards:**

Arkansas Code 19-11-267 requires the use of performance-based standards on any resultant contract by the University.

<b>Milestone Payment Contracts</b>	
Standards	Remedies
Milestone deadlines are met	Vendor must provide an acceptable remediation plan
Work products are professional & comprehensive	Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced
	Replacement resources acceptable to Arkansas State University may be required
	Contract may be cancelled

<b>Time &amp; Materials Contracts</b>	
Standards	Remedies
Services are provided in a timely and professional manner	Vendor must provide an acceptable remediation plan
Work products are professional, comprehensive and consistent with the contracted skill level	Payment may be withheld in part or in whole until acceptable work products are produced
	Replacement resources acceptable to Arkansas State University may be required
	Contract may be cancelled

- State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor shall provide.
- The University 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
- Performance Standards shall not be amended unless they are agreed to in writing and signed by the parties.
- Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- 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.
- 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.

**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.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM POINTS
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>25-10</b>	<b>Issue Date:</b> November 5, 2024	
<b>Commodity Description:</b>	<b>Technology Support Consultant</b>	<b>Opening Date</b>	<b>November 21, 2024 11:00 A.M. CST</b>
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>Name:</b>	Lisa Glasco, CPCP, CPPB, CPPO, NIGP- CPP, APO	<b>Phone:</b>	(870) 972-2028 – 870-972-3449
<b>Title:</b>	Director of Procurement Services	<b>Email:</b>	lglasco@astate.edu
<b>MAILING ADDRESS:</b>			
<b>Non-USPS Delivery Address</b> Arkansas State University Procurement Services c/o Central Receiving 2713 Pawnee State University, AR 72467		<b>USPS Delivery Address</b> 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*

- **INFORMATION FOR EVALUATION – EXPERIENCE AND PERFORMANCE**
- **INFORMATION FOR EVALUATION – PERFORMANCE OF SIMILAR ENGAGEMENTS**
- **INFORMATION FOR EVALUATION – RECOMMENDATIONS AND/OR REFERENCES**

**\*\*Attach a page for each**



**RFP #25-10**

**Technology Support Consultant  
Official Price Sheet**

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

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

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

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

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

**NOTE:**

1. Arkansas State 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.

Hourly Cost \$ \_\_\_\_\_ *(this line must be filled out)*

Overall Total Cost \$ \_\_\_\_\_ *(this line must be filled out)*

**ESCALATION CLAUSE:**

Bidder agrees that the fees will increase only at renewal time (January 1), and increase will not exceed from prior year:

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

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

**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**

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>																
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<b>or</b>																
<b>Employer identification number</b>																
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**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Arkansas State University Vendor Information Request Form

Arkansas State University would like to request information to establish your business as a vendor. The information requested is necessary not only to maintain an accurate vendor file, but also to comply with the Internal Revenue Service Regulations. Federal law stipulates that each payee furnish an accurate Federal Tax Identification Number to the payer.

Please complete the appropriate fields below:

**Business/Individual Name:** \_\_\_\_\_

**Contact Name: First:** \_\_\_\_\_ **Middle:** \_\_\_\_\_ **Last:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Web site:** \_\_\_\_\_

**Business Owner(s) Name:** \_\_\_\_\_

**Select the appropriate ownership of business type(s):**

- African American
- American Indian
- Asian American
- Caucasian
- Disabled Veteran
- Hispanic American
- Pacific Islander
- Veteran
- Woman

**Select the appropriate category for tax purposes:**

- US Citizen
- Legal Permanent Resident (Green Card)
- Nonresident Alien
- US Entity
- Foreign Entity

Does your company qualify as a minority business enterprise according to the State of Arkansas definition?  
"Minority business enterprise" means a business that is at least 51% owned by one or more minority persons.

Yes  No

---

**Order Address:**

Address: \_\_\_\_\_ County: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Nation: \_\_\_\_\_

**Payment Address:**

Address: \_\_\_\_\_ County: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Nation: \_\_\_\_\_

---

**Important:** In order to expedite any current or future order, please email required forms to [procurement@astate.edu](mailto:procurement@astate.edu).  
W-9 (US Citizen, LPR)  
W-8BEN (Foreign Individuals)  
W-8BENE (Foreign Entities)

**Procurement Services**  
**PO Box 1860**  
**State University, AR 72467**  
**(870) 972-2028**  
**[procurement@astate.edu](mailto:procurement@astate.edu)**

# RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503\* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	Arkansas State University-Jonesboro
AASIS Vendor Number	Leave blank unless registered with the State of Arkansas
Contractor/Vendor name	

Contractor Signature: \_\_\_\_\_  
Signature must be hand written, in ink

Date: \_\_\_\_\_

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.



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

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

**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**



### 3.1. 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.