



Procurement Services
404 N El Paso
Russellville, AR 72801
479-968-0269

Request for Proposal RFP 25-058
Fiduciary Consulting Services for ATU Retirement Plans
Sealed Responses must be received by
Issuing Officer-Jennifer Warren
jwarren2@atu.edu
Phone: 479-964-0589 ext. 3552

Anticipated Procurement Timetable

RFP Issued: November 14, 2025
Questions deadline: November 28, 2025 at 4 p.m. Submit all questions via email Jennifer Warren, jwarren2@atu.edu .
Answers posted to website: December 3, 2025 4 p.m.
Opening of Proposals: January 2, 2026 3 p.m.
Selection Committee meeting: Weeks of January 5 and 12, 2026
Interview selected finalist Weeks of January 19 and 26, 2026
Awardee(s) selected: Week of January 26, 2026
Board of Trustees Meeting: February 19, 2026
Professional Services Consulting Contract Submission for Review by Arkansas Legislative committee: March 2026 -Month of Review Subject to Change
Contract Begins: April 1, 2026-Dependent on ALC contract review approval.

Background

Arkansas Tech University is a state university established in 1909 with programs at the technical certification, associate, baccalaureate and graduate levels. The University has campuses in Russellville, Arkansas, and Ozark, Arkansas. The institution also operates Arkansas Tech Career Center (ATCC), a career and technical training initiative headquartered in Russellville with satellite locations at Clarksville, Danville, Ozark and Paris.

ATU Russellville-Offers 120 undergraduate degree programs and more than 25 graduate degree options.

ATCC-Serves over 1,000 students from 19 school districts across 9 program areas

ATU Ozark-Serves over 2,100 students in 29 technical and associate programs.

Employee Count and Current Retirement Plan Information

ATU has approximately **780 full-time employees** located on three campuses – Russellville, Ozark and the Arkansas Tech Career Center (ATCC).

Arkansas Tech University sponsors several retirements plans for eligible employees. Employees participate in APERS, ARTRS, and TIAA.

The institution seeks to enhance its fiduciary oversight, ensure compliance, and optimize plan performance and cost-effectiveness for the 403(b) and 457(b) plans with TIAA.

ATU retirement plans are not subject to ERISA; however, we expect some practices to be modeled after ERISA requirements.

Scope

ATU respectfully requests proposals for firms or individuals to assist with the following:

A. Fiduciary Role

The institution is seeking proposals that outline two distinct fiduciary service models:

1. Co-Fiduciary Model (modeled after ERISA section 3(21))

Consultant provides investment advice and recommendations.

Final decision-making authority remains with the institution's retirement plan committee.

Consultant supports plan governance, investment reviews, and documentation.

2. Full Fiduciary Model (modeled after ERISA section 3(38))

Consultant assumes full discretionary authority over plan investments.

Responsible for selecting, monitoring, and replacing investment options.

Respondents should clearly indicate which model(s) they offer and provide separate pricing and service descriptions for each.

B. Additional Responsibilities

In addition to fiduciary responsibilities, ATU is seeking a consultant who will provide the following services:

1. Vendor Management

Act as liaison between the institution and plan recordkeeper(s).

Facilitate communication, issue resolution, and service level monitoring.

2. Fee and Contract Review

Review and negotiate recordkeeping and investment fees.

Benchmark fees against industry standards.

3. Investment Oversight

Review and monitor the plan's investment lineup.

Provide recommendations for fund additions, removals, or replacements.

Assist in developing and maintaining an Investment Policy Statement (IPS).

4. Plan Governance

Support the institution's retirement plan committee.

Provide fiduciary training and documentation support.

Assist with plan design reviews and regulatory compliance.

5. Participant Communication Support

Advise on participant education strategies and materials.

Review communications for clarity and compliance.

6. State-Specific Legal Expertise

Demonstrate familiarity with Arkansas-specific laws and regulations that may impact the administration and fiduciary responsibilities of a 403(b)-plan sponsored by a public higher education institution.

Provide guidance on compliance with state-level fiduciary standards, procurement rules, and public sector retirement plan governance.

Proposal Requirements

Responses to this RFP should include the requested information below and be no longer than 30 pages in length.

Company Background

Please tell us about yourself, your firm, or your team. If your team is affiliated with a large firm that includes multiple teams around the country, please tell us about your team.

1. Firm or Team Name
2. Address
3. Contact for this RFP
 - a. Name, Phone, and Email
4. Describe the ownership and structure of your firm.
5. List your firm's lines of business, including any affiliated companies.
6. How many years has your firm been in business?
7. Briefly describe your firm's history:
 - a. How many years has your firm been servicing retirement plan clients?
 - b. What documentation of your firm's experience servicing retirement plan clients can you provide?
 - c. What experience can your firm provide as it relates to higher education client, and in particular, public higher education clients?
8. What is the total number of employees in the firm?
 - a. Number of employees who are Investment Advisory Representatives (IARs)?
 - b. Do you use subcontractors? If yes, who and for what services?
9. What is the position of your firm in the employer-sponsored retirement plans business?

- a. Percentage of revenue from retirement plan investment advisory services
 - b. Plan assets under advisement
 - c. Total number of clients with a defined contribution plans under your advisement (401(k)/403(b)/401(a) Profit Sharing/ 401(a) Profit Sharing or Money purchase other than 401(k) plans, Government 457, 457(b), and 457(f) plans)
 - d. Number of core client plans (with whom your firm have regular quarterly contact)
 - e. Number of client plans added over the past 24 months
 - f. Number of clients lost over the past 24 months
 - g. Publications your firm has created or contributed to
 - h. Recognition received from independent sources demonstrating expertise and credibility
10. Please list the types of services your firm offers for retirement plans
 11. Please describe your firm's experience helping clients through complex process such as Department of Labor audits, Internal Revenue Service audits, voluntary compliance actions, partial plan termination determinations, plan mergers of spin-offs, plan terminations, or corrective contributions
 12. Describe what differentiates your firm from other investment consulting firms.
 13. How does your firm define and measure the success of retirement plan consulting relationships?
 14. Please list the federal, state, and other regulatory agencies with which your firm is licensed or registered, and the type of license held.
 - a. Please indicate which employees are not registered or licensed, and why.
 15. Have any individuals from your firm ever been disciplined by any government regulator for unethical or improper conduct or been sued by a client who was not happy with the work performed by the firm?
 16. Has your firm or any advisor of your firm been found guilty of any violation or paid any fines because of violations of securities regulations or ERISA?
 17. Is your firm bonded/insured? If so, to what amount?
 18. Does your firm work with client plans on an advisory basis?
 - a. If applicable, please provide a copy of both parts of your firm's most recent SEC Form ADV.
 19. Does your firm work with clients on a commission basis?

Higher Education Experience

1. Please describe your/your team's experience with the higher education market and industry.
2. Do you currently serve higher education clients? Provide the number of higher education plans served by your firm and a representative reference list of higher education clients.

3. Please describe your process for the following if the team's approach is unique for higher education clients:
 - Plan governance
 - Investment due diligence
 - Reviews of plan service provider cost/administration
 - Participant communication and education
4. Based on your experiences, what relevant plan issues should higher education institutions be aware of/focused on?
5. Explain your approach to understand our defined contribution retirement program and how you will work with us to develop a strategy given current best practices.

Arkansas Experience

1. How many retirement plan clients does your firm currently serve in Arkansas?
 - a. Please specify the number of public sector clients (e.g., universities, municipalities, state agencies)
2. Describe your process for monitoring state-level legislation and regulatory changes in Arkansas, and how you assess and communicate their potential impact on our retirement plan(s).

Key Personnel

1. Describe your service model to our plan (staff, responsibilities, interactions with our plan, frequency of in-person meetings, frequency of conference calls, team dynamics)
2. Primary contact for our relationship: Include the following
Name, title, address, phone, email. overall experience with employer-sponsored retirement plans, commitment to the retirement plans business, education, honors, designations and other credentials, regular activities to stay current on market and regulatory developments, area of expertise years with the firm, number of plans supported, average size of plans supported
3. Will the primary contact be the only person with whom we will be working? (If no, please list name(s), contact information, and profile information listed above for each person)

Investment Services

1. Describe your firm's approach to defined contribution plan investment consulting
2. What investment policy statement support do you offer?
3. What tools does your firm use to evaluate investment funds and managers?

4. Which of these tools are proprietary to your firm, developed in-house or specifically for your firm?
5. Describe your investment research resources and capabilities
6. How are investment benchmarks determined?
7. Is your investment research proprietary or from a third party?
8. Do you hold performance review meetings with client and what reports do they receive?
9. Do you have an investment watch list and what is your termination recommendation process?
10. What actions do you take when investments are not performing?
11. Provide a sample of a written recommendation provided to a client.
12. Will your firm offer investment advice to our plan? Please explain

Employee Services

1. Please list the types of services your firm provides to retirement plan participants.
2. Do you offer advice/education?
3. Do you offer model allocations?
4. What resources do you have dedicated to participants?
5. Please provide 2 specific examples of ways in which your firm has made a positive impact on retirement plans you support over the past 24 months (For example: increased participation, increased deferrals, enhanced services, lowered fees)

Vendor Services

1. Describe your vendor benchmark service and process.
2. Describe your service provider search RFP service and process.
3. In the past 36 months, how many TPA / Recordkeeper / Trustee searches have you conducted for the DC and DB plans your firm supports?
 - a. How many of these resulted in a change in TPA/Record keeper Trustee?
 - b. List the top three TPA/Record keepers/Trustees that you have recommended.
4. With how many different service providers does your firm work to support current clients?
5. What plan design change initiatives have you led with your clients in the past 24 months?
6. Describe your experience consulting with higher education clients who have retirement programs with TIAA-CREF. Describe special considerations.

7. Describe your experience with respect to directly negotiating overall plan expenses, and/or securing additional services with our current provider(s), if applicable. Provide an example.

Fiduciary Status and Compliance

1. Do you intend to act as a fiduciary for the plan and or its participants?
2. What compliance resources does your firm provide?
3. Do you offer committee training, education, and support?
4. Describe your fiduciary responsibility under ERISA to our plan, including your ability to serve in an ERISA 3(21) or 3(38) capacity.
5. Describe your fiduciary responsibility to our plan participants
6. Describe potential conflicts of interest that may arise with the proposed advisory relationship.
7. Does your firm have a written policy for addressing conflict of interest? Please describe.
8. Have any of your clients been the subject of an investigation by the Department of Labor? Please describe.

Fees

1. How is your firm compensated for services?
2. What percentage of your firm's revenue is derived from:
 - a. Commission relationships?
 - b. Advisory relationships?
3. Does your firm receive any form of compensation or benefits from companies or individuals whose products or services you may refer or recommend? Please explain.
4. Please describe any and all fees for services to our plan under this proposal.
5. Are you willing to guarantee your fees for a specific period of time?
6. Does your firm provide written agreement or a letter of engagement detailing services provided to our plan? If so, please include sample.
7. What is your ability to offset fees with 12b1 fees, finders' fees, or other fees embedded within the plans' investments?

Technology

1. Describe any technology available to your firm (excluding technology of our provider).
2. Which of this technology is proprietary to your firm, built in-house or specifically for your firm?
3. What applications do you run that would be beneficial to our plan?
4. Which of these applications are proprietary to your firm?

Security and Business Continuity

1. Describe:
 - a. the succession plan for the primary contact who will be working with our plan
 - b. succession plan of your firm
 - c. firm's data security measures
 - d. firm's disaster recovery plans.

References

Please provide 4 references for public higher education clients similar to our organization in terms of size.

Evaluation Criteria

Criteria	Max. Point Value
Experience with 403(b) plans and higher education institutions	20
Familiarity with Arkansas-specific legal and regulatory environment	10
Qualifications and expertise of assigned personnel	15
Quality and clarity of proposed approach	15
Cost-effectiveness	30
References and client satisfaction	10
Total	100

Submission Deadline and Requirements

Send:

One original hard copy

One electronic copy on flash drive.

Include a second electronic copy on flash drive with all proprietary information redacted. (optional)

Mail sealed response to

RFP 25-058

Fiduciary Consulting Services for ATU Retirement Plans

Jennifer Warren

Procurement Services

Arkansas Tech University

404 N El Paso Ave.

Russellville, AR 72801

Award:

The University reserves the right to negotiate with the consultant selected for best and final offer.

Award will be made in the best interest of the University; however, the University reserves the right to not award any contract pursuant to this request for quotation. Cost will not be the sole criteria for determining the contract award but will comprise 30% of the weight in the deciding factor.

Award must be approved by the Arkansas Tech Board of Trustees and requires a professional consulting services contract be agreed upon by awardee and subject to review and approval by the Arkansas Legislative Council. (See Attachment B) Proposals that are substantially incomplete or lack key information will be rejected.

The initial term of this contract is anticipated to be for a period of one (1) year with the option to renew on an annual basis. If the University requires additional services after that time, the contract may be extended for up to as long a time as necessary to complete the additional services. The resulting contract will renew each year up to 6 times for a maximum length of seven (7) years. In no case will the term of the contract exceed seven (7) years. The University reserves the right to cancel this contract at any time upon written notice given thirty (30) days in advance. If during the performance of the contract, the consultant violates any local, state or federal law, the University reserves the right to cancel this contract immediately. The University will give written documentation to the contractor as to the reason for cancellation. Authorized services performed for the University will be paid for through the cancellation date with the exception of illegal acts.

Arkansas Tech University's Standard Terms & Conditions may be found at www.atu.edu/purchasing

Additional terms and conditions of this RFP may be found in Attachment A below.

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT: In accordance with Arkansas Code §19-11-249, this proposal and the resulting contract are 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 agree as provided in this RFP.

Any confidential, proprietary, copyrighted or financial material submitted by respondents must be marked as such and submitted under separate cover. All submittals by proposers will be available for review to the extent permissible, pursuant to the Arkansas freedom of information act. A.C.A. Section 25-19-105-et seq.

Proposal Packet

Submittal Checklist

- ☐ Signed Cost Response
- ☐ Signed Attachment A (Page 14)
- ☐ Included information for Evaluation See Proposal Requirements beginning page 3.
 - Experience with 403(b) plans and higher education institutions
 - Familiarity with Arkansas-specific legal and regulatory environment
 - Qualifications and expertise of assigned personnel
 - Quality and clarity of proposed approach
 - Cost-effectiveness
 - References and client satisfaction
- ☐ Include required documents below (optional but required upon award)
- ☐ Signed addenda, if applicable
- ☐ **Shipped to arrive at Procurement Office by January 2, 2026 4 p.m.**

The following three (3) documents will be required prior to award of contract and **may** be included in RFP response.

1. [Disclosure Required by Executive Order 98-04:](#)
2. [Combined Certifications for Contracting with the State of Arkansas](#)
3. [EEOC Policy Statement](#)

Attachment A

Additionally, any resultant contract/agreement will include the following:

1. Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.
2. This Agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.
3. Company agrees that it is solely responsible for complying with all laws as well as obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Violation by Company or its employees of local, state or federal law during the performance of the contract shall permit the University to cancel this contract immediately with no penalty. Further, Company states that it is in compliance with all applicable laws and further, that it has or will obtain all required and necessary rights, licenses, titles, and permits necessary for all items, services, goods, products, or activities to be performed or provided. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of Company's service, goods, product, or activity on the campus of, or provided to, Arkansas Tech University.
4. Company agrees that it will be solely responsible for any harm, damage or injury that it, its product, its equipment, its goods, its service, or its employees, agents or guests cause or permit to occur to any person or their real or personal property as the result of Company's actions or failure to act. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, financial loss, or other injury or damage caused by Company's product, goods, service or otherwise, as well as all claims alleging any negligent act or omission of Company, its employees, subcontractors, or agents.

5. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.
6. Upon the signing of this Agreement by all parties, terms of the Agreement shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.
7. Licensor shall obtain and maintain in force and effect at all times during the term of this contract, at its sole expense, a general commercial liability insurance policy which policy shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
8. Company will not assign or otherwise transfer its duties under this contract to another person or entity without Arkansas Tech University's express written permission. Further, this agreement shall be binding upon the Company's successors and assigns.
9. Company agrees that it will not allow any of its employees, subcontractors or agents to engage in behavior that constitutes sexual harassment.
10. The parties agree and understand that approval of this Agreement or any amendments to this Agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this Agreement shall terminate automatically with no penalty to Arkansas Tech University.
11. Any information of Arkansas Tech University or relating to Arkansas Tech University's business, including student information, which Company obtains as a result of the services contemplated by this Agreement, which information is not generally available to the public or subject to the Arkansas Freedom of Information Act, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Arkansas Tech University's

representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Company to perform the service under this Agreement. Regardless of how it is obtained, Company shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Company by Arkansas Tech University or learned or developed during the course of the services under this Agreement, except that that Company may disclose such Confidential Information in order for Company to perform its obligations under this Agreement. Company shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.

12. When Company handles or possesses personal and confidential Arkansas Tech University student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Company must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Company agrees to keep secure all information or data that it receives under this Agreement. Company further agrees that if it determines that the security of this information or data has been breached, it will notify Arkansas Tech University within 24 hours of when it had notice of the breach. In the event Company fails in its responsibility to keep secure all information or data that it receives under this agreement, Company agrees to be fully responsible for all damages to any person or entity that result from the breach in security.
13. Company agrees that any data provided to it by Arkansas Tech University under or pursuant to this Agreement: (a) will be used by Company only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.
14. Upon termination of this Agreement Company shall, upon request, aid and assist Arkansas Tech University in the retrieval or return of any or all of the University's data or records that are in the possession of Company.

15. During the performance of this Agreement, Company shall remain in full compliance with the General Data Protection Regulation.
16. In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of the underlying agreement, the underlying agreement shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the University may have.
17. The underlying agreement may be terminated at any time upon thirty (30) days' written notice by either party. Any such termination of the agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
18. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.
19. Pursuant to A.C.A. §21-1-503, Company certifies that it is not currently engaged in, and further, hereby agrees that for the duration of the contract, not to engage in, a boycott of Israel.
20. The parties agree that pursuant to A.C.A. §19-11-247, before a contract is ratified and affirmed under subdivision (c)(1)(A) of A.C.A. §19-11-247, it shall be presented to the Legislative Council or, if the General Assembly is in session, to the Joint Budget Committee, for review if the contract is required to be submitted for review under A.C.A. §19-11-1006.
21. Pursuant to Act 557 of 2015, and A.C.A. §19-11-267, the service criteria for this Agreement is as follows: to provide competent services in the area of advertising as well performing all items set forth in paragraph one ("The Services") of the Agreement.

Acceptable performance of this Agreement shall be measured as follows: The Company shall perform its services consistent with the professional skill, quality,

timeliness and care of other entities that perform/provide the same or similar advertising and public relations services.

Neither the University's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Company shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Company's negligent performance of any of the services rendered under this Agreement.

In the event that the Company shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Company in writing of such failure and demand that the same be remedied within 10 days. Should the Company fail to remedy the same within said period, the University shall then, in its sole discretion, have the right to immediately terminated this agreement without penalty.

22. Company hereby approves all strikethroughs and deletions made by the University to the face of the Agreement, and further agrees that the terms of this Addendum supersede and are controlling over any conflicting terms set forth in the Agreement.

Signature

Date

Printed Name and Title

ARKANSAS TECH UNIVERSITY STANDARD TERMS & CONDITIONS

Revised 2024

1. **GENERAL:** Any Special Terms and Conditions included in the solicitation override these Standard Terms and Conditions. The Standard Terms & Conditions and any Special Terms & Conditions become a part of any resultant contract.
2. **ACCEPTANCE & REJECTION:** The University reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities and to award the solicitation in the best interests of the University. This solicitation does not in any way commit the University to contract for the commodities/ services listed herein.
3. **RESPONSE SUBMISSION:** Responses must be submitted to ATU Procurement Services on solicitation with attachments, when appropriate, on or before the date and time specified for response opening. If the response form is not used, the response may be rejected. If submitted by mail, each response should be placed in a separate envelope completely and properly identified on the outside of the envelope with the solicitation number and the date of opening. Response must be typed or printed in ink. Late responses will not be considered. Respondent is solely responsible for ensuring on-time delivery of response.
4. **SIGNATURE:** Failure to sign response will disqualify it. Person signing response should show title or authority to bind the firm in a contract. "Signature" means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record that is: (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
5. **AMENDMENTS:** Solicitations cannot be altered or amended after opening except as permitted by regulation.
6. **NO RESPONSE:** It is no longer necessary to return a "No Response" response to the University. Respondent may be removed from the Bidder's List for failure to submit a response to three (3) consecutive solicitations on any one class and/or sub-class.
7. **PRICES:** Quote FOB destination, freight prepaid. Respond with unit price on quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the solicitation. Unless otherwise specified, response must be firm for acceptance for thirty (30) days from solicitation opening date.
8. **DISCOUNTS:** "Discount from list" responses are not acceptable unless requested in the solicitation. Cash discount will not be considered in determining the low-cost response, except in the case of a tie. All cash discounts offered will be taken if earned.
9. **TAXES & TRADE DISCOUNTS:** Do not include State Sales Tax in your response. Trade discounts should be deducted from the unit price and the net price shown on response.
10. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimated only and are not

guaranteed (the University may order more or less than estimated quantity). 11. BRAND NAME REFERENCES: Unless specified "No Substitutes", any catalog, brand name or manufacturer's reference used in solicitation is descriptive only and not restrictive, and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If responding on other than referenced specifications, response must show manufacturer, brand or trade name and other description, and should include manufacturer's illustrations and complete descriptions of product offered. If respondent fails to submit such, the response may be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the respondent to supply additional descriptive material. Respondent guarantees product offered will meet or exceed specifications identified in the solicitation. If respondent takes no exception to specifications or reference data in this response, he will be required to furnish product according to brand names, numbers, etc., as specified in the solicitation. 12. GUARANTY: All items response shall be newly manufactured, in first class condition, latest model and design, including where applicable containers suitable for shipment and storage, unless otherwise indicated in response invitation. Respondent hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; and that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Respondent further guarantees that if the items furnished thereunder are to be installed by the respondent that such items will function properly when installed. Respondent also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Respondent's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein. 13. LIMITATIONS ON LIABILITY: Contract language from Respondent/Vendor that limits in any way the University's recovery in tort actions is not acceptable. 14. SAMPLES: Samples or demonstrators when requested must be furnished free of expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the respondent, if requested, at respondent's expense. Each sample should be marked with the Respondent's name and address, solicitation number and item number. Tests may be performed on samples or demonstrators submitted with the response or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the respondent. 15. ALTERATION OF ORIGINAL SOLICITATION DOCUMENT: The original written or electronic language of the solicitation document shall not be changed or altered except by approved written addendum issued by ATU

Procurement Services. This does not prohibit a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor wishes to make exception(s) to any or the original language, they must be submitted in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared as "non-responsive" and not considered.

16. AWARD: Any contract resulting from this solicitation shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive respondent. A written Purchase Order mailed or otherwise furnished to the successful respondent within the time of acceptance specified in the solicitation results in a binding contract without further action by either party. The effective date of the purchase order shall be the date it is mailed or otherwise furnished by the University to the address of the respondent indicated in the response. The University reserves the right to award the item (s) listed on the solicitation "individually", by "groups", "all or none" or by any other method as deemed in the best interest of the University. In the event all responses exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the response price, including changes in the response requirements, with the lowest responsive responsible respondent in order to bring the response within the amount of available funds.

Firm Contract: A written University Purchase Order mailed or otherwise furnished to the successful respondent within the time of acceptance specified in the solicitation results in a binding contract that requires the vendor to furnish the commodities or services as stated on the purchase order that will reference the original solicitation documents and number. Vendor is to immediately initiate action to comply with the requirements of the PO that by reference will incorporate all the requirements contained in the original Request for Quotation.

Term Contract: A Contract Award will be issued to the successful respondent. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action at that time by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) related to a "term contract" is only authorized by the receipt of a University Purchase Order by the contractor that will list the actual requirement, pricing, delivery location and contract number.

17. TERM OF CONTRACT: The solicitation, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

18. DELIVERY: On the face of the solicitation, the respondent should show approximate number of days for delivery after receipt of order. "Working days"

shall be defined as Monday through Friday of each week, exclusive of all official State holidays. 19. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may be default of the contract. Contractor must give written notice to Procurement Services of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. Procurement Services has the right to extend delivery if reasons appear valid. If date is not acceptable, the University may buy elsewhere and any additional cost will be borne by the Contractor. 20. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by ATU Procurement Services. Delivery shall be made during ATU work hours only, 8:00 a.m. to 400 p.m. Monday through Friday, unless prior approval for other delivery has been obtained from the University. Packing memorandum shall be enclosed with each shipment. 21. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery or failure to meet specifications authorizes Procurement Services to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to defaulting contractor. Consistent failure to meet delivery without a valid reason may cause removal from the Respondents' List or suspension of eligibility for award. 22. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ATU Purchase Order. 23. INVOICING: The contractor shall be paid upon completion of all of the following: (1) delivery and acceptance of the commodities or services; (2) submission of a properly itemized invoice that reflects the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the ATU Accounts Payable Office as shown on the purchase order. Itemized sales tax shall be shown on the invoice. 24. ATU PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to ATU Procurement Services, properly identifying what is being returned. 25. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold Arkansas Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights. 26. ASSIGNMENT: Any contract entered into pursuant to this solicitation is not assignable nor the duties thereunder delegable by either party without the written consent of both parties of the original contract. 27. CANCELLATION: Either party may cancel any contract or item award for cause by giving a thirty

(30) day notice of intent to cancel. (a) Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing or failure to perform, that contractor will be removed from the respondents/vendors list for a period up to twenty-four (24) months. (b) Cause for the vendor to cancel a contract will include but is not limited to the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University. 28. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the University have the right to pursue any other remedy permitted by law or in equity. 29. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The University will return any delivered but unpaid goods in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with Arkansas Claims Commission for the actual expense. If the contractor has provided services and there are not longer funds legally available to pay for the services, the contractor may file a claim. 30. ETHICAL STANDARDS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. 31. DISCRIMINATION: In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the respondent agrees as follows: (a) the respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, pregnancy, veterans' status, genetic information, sexual orientation, gender identity, disability or national origin; (b) in all solicitations or advertisements for employees, the respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, pregnancy, veteran status, genetic information, sexual orientation, gender identity, disability or national origin; (c) the respondent will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the respondent to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a

breach of contract and it may be canceled, terminated or suspended in whole or in part; (e) the respondent will include the provisions of items a through d in every subcontract so that such provisions will be binding upon such subcontractor or vendor. 32. MINORITY VENDORS: The University encourages all small, minority and women-owned business enterprises to submit responses. Encouragement is also made to all contractors that, in the event they subcontract portions of the contract, consideration is given to these groups. 33. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this solicitation, the respondent named on the front of this solicitation, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract. 34. CONTRACT & GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract executed by the University that exceeds \$10,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or any violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this order shall be considered a material breach of the terms of this contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. If required, the Contract & Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form. 35. ARKANSAS TECHNOLOGY ACCESS: 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 Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) 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: - 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; - Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; - After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; - 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; - Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact; - Integrating into networks used to share communications among employees, program participants, and the public; and - 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. If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product. 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 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, 2013. As provided in Act 308 of 2013, 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. 36. SOVEREIGN IMMUNITY: Nothing in any agreement resulting from this solicitation shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas Tech University. 37. A. C.A. §21-1-503. Company and Artist certify that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Israel. 38. A.C.A. §19-11-249. Any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation. 39. PAST PERFORMANCE. In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State and/or University may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified. 40. A.C.A. §21-1-1203. Company certifies that they are not 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. 41. A.C.A §25-1-1102. For contracts \$75,000 and greater. Company certifies that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Energy, Fossil Fuel, Firearms, or Ammunition Industry. 42. A.C.A. §25-1-503. For contracts valued at \$25,000 or greater. Company certifies they do not knowingly employ or contract with an illegal immigrant.

Performance Based Standards:

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

Milestone Payment Contracts	
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 Tech University may be required
	Contract may be cancelled

2.

Time & Materials Contracts	
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 Tech University may be required
	Contract may be cancelled

3.

4.

**STATE OF ARKANSAS
SERVICES CONTRACT**

Contract #		Federal ID #	
Service Type		Procurement Method	

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

Department No. & Name	
Division	

Contractor Name	
Contractor Address	
Contractor Number	

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

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3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on _____, and shall continue until _____, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-61-512(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any

Contract #: 0

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

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

SAMPLE

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

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

SAMPLE

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth

all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

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

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

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

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-61-116, the Contract shall be submitted for legislative review prior to its effective date.

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

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

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

7. Termination & Cancellation Clauses.

- A. Non-Appropriation Clause Pursuant to Arkansas Code Annotated § 19-67-206(b)(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were

appropriated or monies made available for such purposes.

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

- B. For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

- A.** This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- B.** Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C.** Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

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

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-61-802, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

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

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and

Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

- 12. Compliance.** The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:
- A.** Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
 - B.** Subject to the relevant ethical provisions of Arkansas Code Annotated § 19-64-101 et seq.
- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-61-116.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor

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is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

20. Attachments.

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

21. Notices.

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

Contact #1 – Department Representative submitting/tracking this contract

Name

Title

Telephone #

Email

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

Name

Title

Telephone #

Email

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

Name

Title

Telephone#

Email

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

23. SIGNATURES

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

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

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name

Printed Name

Title

Title

Address

Address

Signature

Signature

Date _____

Date _____

Attachment #1 CERTIFICATION OF CONTRACTOR

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

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

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

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

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

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

Name	Address	Relationship

CERTIFICATION OF CONTRACTOR CONT'D

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

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

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

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

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

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-60-105.

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

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

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

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

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

Contract #: 0

Attachment #2 Calculation of Compensation

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

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

Level of Personnel	Number	Compensation Rate	Total for Level
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			\$ 0.00

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

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expenses reimbursement: \$ 0.00

Annual Contract Amount:

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

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

Services	Quantity	Cost Per Item	Total Cost
TOTAL SERVICES			\$ 0.00

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

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: \$ 0.00

Annual Contract Amount:

Attachment #3 Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
					%
					%
					%
					%
					%
					%
			TOTALS	\$ 0.00	0.00 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.