

# ARKANSAS TECH UNIVERSITY

## PROCUREMENT SERVICES

514 West M Street  
Russellville, Arkansas 72801



---

## REQUEST FOR PROPOSAL 26-023

Water Treatment System

---

### PROPOSAL DEADLINE

**Proposals must be received no later than:  
2:00 P.M. Central Time – June 11, 2026**

**Proposal Delivery Address and Opening Location:**

**RFP 26-023 Water Treatment System**

**Attn: Jennifer Warren**

Arkansas Tech University

Procurement Services

514 West M Street

Russellville, AR 72801

Proposals will be accepted until the time and date specified above. **The proposal package must be sealed and clearly marked with the proposal number, date and hour of proposal opening, and the proposer's return address.**

---

### Issuing Officer

Jennifer Warren, APO, Director of Procurement

479-356-2287

Jwarren2@atu.edu

---

## 1.0 INTRODUCTION

Arkansas Tech University (ATU) is requesting Proposals from qualified vendors for the purpose of choosing a vendor that can provide a complete service-oriented water treatment program.

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.

---

## 2.0 ARKANSAS TECH UNIVERSITY BACKGROUND

Founded in 1909, Arkansas Tech University is a public comprehensive institution of higher education located in Russellville, Arkansas. ATU serves students from across Arkansas, the region, and the nation, offering associate, undergraduate, and graduate degree programs through multiple academic colleges. Our Ozark and Arkansas Tech Career Center campuses provide technical training and education for students across western Arkansas.

Arkansas Tech University is committed to academic excellence, workforce development, and responsible stewardship of its physical campus. The University continually invests in facilities that support teaching, research, student life, and community engagement.

---

## 3.0 SELECTION PROCESS

Proposals will be evaluated in three (3) phases.

### Phase One – Compliance Review

Procurement Services will determine whether each proposal meets all mandatory requirements of this RFP. Failure to comply may result in a proposal being deemed non-responsive. The University reserves the right to waive minor irregularities. 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.

### Phase Two – Technical and Business Evaluation

An evaluation committee appointed by Arkansas Tech University will review and score the technical and business proposals in accordance with the criteria outlined in Section 6.

Pricing will be provided to the committee during the initial evaluation term.

### Phase Three – Short List Selection

Shortlisted respondents may be invited to participate in interviews. Interview dates will be communicated in writing to selected firms.

### 3.1 TERM AND AWARD

Award and Term-The University reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be given 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. Past performance will be considered in the evaluation process. As a result of this RFP, ATU intends to award a contract to a single Contractor. The required services are to commence upon contract approval and unless terminated sooner, shall continue in force for an initial period of one year (1) year with the option to extend for additional years not to exceed a total of seven (7) years. Cost will not be the sole criteria for determining award.

---

### 4.0 SCHEDULE (TENTATIVE)

Event	Date
RFP Issued	May 11, 2026
Questions Due by	May 19, 2026
<b>Mandatory Site Visit Available</b> <b>Only one site visit is required.</b>	<b>May 15 and May 18, 2026. Schedule visit with jcarey1@atu.edu</b>
Proposal Submission Deadline	June 11, 2026 2 p.m.
Notification of Interviewees (if applicable)	Week of June 15, 2026
Interviews (if applicable)	Week of June 22, 2026
Award Notification	Week of June 22, 2026
TGS contract review by legislature	July 2026
Contract Execution	August 1, 2026

Dates are subject to change by addendum.

---

## 5.0 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-61-802, 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.

---

## 6.0 QUALIFICATIONS AND EVALUATION CRITERIA

Proposals will be evaluated on a best-value basis using the following criteria:

Section	Maximum Points
Vendor's overall proposal content- Demonstrated understanding of requirements and scope of services.	20
Vendor's experience-Qualifications and Performance	15
Vendor's performance of similar engagements	15
References/Past Performance	20
Cost	30
<b>Total Possible Points</b>	<b>100</b>

### 6.1 Scope of Services

The University will be contracting for the services of a firm that can provide a complete service-oriented water treatment program. The program will provide scale and corrosion protection for the specified systems while maximizing efficiency and performance. The program and services are to produce clean heat transfer surfaces which are substantially free of scale, sludge, deposits, corrosion, pitting, and biological growth when treatment is administered in accordance with vendor's directions and recommendations. The water treatment program will include the following services and products without additional costs to the customer over and beyond the lump sum bid amount:

- Cooling Tower Condenser Loops
- Chilled Water Closed Loop Systems
- Steam Boiler Systems
- Heating Hot Water Closed Systems

In addition, the water treatment program will include all chemical products, feed/control equipment as specified in agreement and professional consulting services to accomplish the following:

- Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling, and microbiological growth which create deposits on heat transfer services.

- Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale corrosion, fouling, or microbiological activity.
- Provide professional, knowledgeable and involved sales/service personnel to ensure program success.
- Accurately monitor program results and communicate appropriate recommendations with quantifiable business-oriented justifications.
- Thoroughly train personnel on the implementation and control of the program.
- Provide competitive water treatment program costs.

### **Water Treatment Equipment Specifications**

Using the correct pretreatment and application equipment is just as important as using the right treatment products. ATU is requesting all equipment Because of the importance of the equipment to the success of a water treatment program, vendor must be able to provide the following equipment:

#### Chilled water/cooling tower:

Solid chemical feed systems designed for cooling tower and chilled water applications capable of controlled dissolution and feeding of solid treatment chemicals are preferred where applicable but not mandatory.

Multi-parameter chemical controllers capable of monitoring conductivity, pH and/or ORP, chemical feed output, programmable setpoints, alarms, and interface with metering pumps. Positive-displacement chemical metering pumps with adjustable output and materials compatible with treatment chemicals.

#### Boilers:

Chemical feed systems designed for boiler applications capable of controlled dissolution and feeding of solid treatment chemicals.

Positive-displacement chemical metering pumps with adjustable output and materials compatible with treatment chemicals.

#### *“Low-pressure steam boilers with deaerator tank:*

Chemical feed systems with positive-displacement metering pumps capable of injecting oxygen scavenger, internal treatment (phosphate/polymer or equivalent all-organic chemistry), and neutralizing amine at the appropriate points — feedwater, boiler, and steam header or condensate return as applicable. Pump materials shall be compatible with the products fed and rated for continuous duty at system operating temperatures and pressures.

Automatic surface blowdown controllers using conductivity-based control, with programmable setpoints, alarms, motorized blowdown valve actuation, and the ability to log and trend conductivity, blowdown frequency, and cycles of concentration.

#### *Closed-loop hydronic heating systems:*

Bypass (pot/shot) feeders on each major loop, constructed of materials compatible with closed-loop treatment chemistry, rated for the operating temperature and pressure of the system, and

equipped with isolation valves, fill funnel, vent, and drain. For larger or critical loops where automatic feed is appropriate, vendor may propose positive-displacement metering pumps with adjustable output in lieu of, or in addition to, a bypass feeder. Utilize existing pot feeders where deemed suitable.”

Any equipment purchased by the University is and shall remain the sole property of the University, including after the expiration or termination of the contract. At the time of award, ATU will provide the awardee with a list of all University-owned equipment to assist with implementation.

### **Drum Handling and Disposal**

The University is concerned with chemical drum handling, disposal, spills, and exposure. In order to minimize our liability in this regard, please outline your firm’s program to eliminate the handling of chemical drums and the need for “the customer” to dispose of empty chemical containers. The vendor shall have its own delivery service and will be a point of use service. This simply means that the products will be delivered to each system, added to the chemical feed system, and all empty containers removed. This delivery service will be at no additional charge to the University. The University requires that your firm have a full solid chemical program to offer the University. Where solids are used, the empty containers will be removed and disposed of by your personnel. Solid chemical feed boards will meet the equipment specifications of the University.

### **Training**

The University believes that training is a very important part of keeping our systems operating properly and safely. Safety is paramount. Vendor must have ability to provide training and information the areas of chemical handling, spill response, basic water treatment. These modules may be accessible over the web and include tests to track and document employee satisfactory comprehension. Please provide a summary of this type of training your firm can provide to our staff. This training should also include how to perform tests and monitor chemical program results and how to work safely with chemical products. Samples of training materials may be included.

### **Health and Safety**

The vendor must provide Material Safety Data Sheets to ensure a safe work environment for all personnel and to comply with all state and federal laws concerning the handling of hazardous materials. Vendor must also have a website that these SDS are accessible from 24 hours per day, 7 days per week in the case of off-hour emergency. We require that a Material Safety Data Sheet accompany all first-time orders and that the vendor operate a 24-hour, 7 day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving your products.

### **Troubleshooting Capabilities**

The vendor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting of our systems. All laboratory

services shall be provided by the vendor. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, ion exchange resin analysis, fuel oil analysis, and metallurgical analysis. Include a sample analytical report for each of the above analyses as evidence of your firm's laboratory capabilities.

### **Equipment Inspection**

Thorough equipment inspection is important in determining the effectiveness of a water treatment program as well as potential operational problems for a given system. Therefore, the vendor must have the capability of inspecting all heat exchange equipment using fiber optics equipment and must be able to provide us with a narrated video tape of the inspection. Please indicate compliance with this requirement. It will be the responsibility of vendor to visually inspect each piece of equipment that will be serviced under this agreement. Vendor will have the responsibility to determine the operating size of each piece of equipment for both heating and cooling. It will be the vendor's responsibility to do an internal inspection at the first opening. If deposition or other internal conditions are substandard, the vendor will have an opportunity to make recommendation and cost to correct the issue. The recommendations and estimated cost will be submitted to the University within 3 days of inspection.

Vendor shall also inspect all major cooling towers during each service visit to examine for biological growth, foam, sludge, cooling tower deterioration, etc.

Vendor shall inspect the boilers and chillers annually, when they are open for inspection by the facility or at other unscheduled openings. Photographs and if necessary, fiber optic bore scope video or equipment internals must be taken and an ongoing record with photos must be kept. Representative shall be notified of these openings two weeks in advance to facilitate scheduling of the bore scope equipment.

### **Monitoring and Control**

The vendor will provide a comprehensive chemical testing program with written instructions and test procedures for all control tests. A summary chart with frequency and time of day for each test will be provided by the vendor.

### **Annual Business Review**

The vendor must present a review of the treatment program annually or at whatever time frame is specified by the University.

### **Campus Equipment Survey-Mandatory**

**Respondents must conduct campus survey prior to bidding, please contact Josh Carey at [jcarey2@atu.edu](mailto:jcarey2@atu.edu) to schedule on either May 15 or May 18, 2026.**

**Required Information** Vendors submitting a response to this RFP must provide the following supplemental information:

- A narrative description of its current organizational structure and history.

- Number of years in business.
- History of similar engagements.
- A minimum of three (3) references for which the Vendor has provided services similar in scope and complexity to those sought herein by the University. See Attachment 1.

The successful Vendor shall have the following responsibilities:

- Shall be financially responsible for obtaining all permits, licenses, and bonding requirements to comply with all applicable city, county, state, or federal laws and regulations and shall assume liability for all applicable taxes.
- Agree to provide the University's designated representatives and auditors access to all records pertinent to the University's transactions and accounts as needed and at mutually acceptable times.

### **Minimum Qualifications**

The University requests proposals from qualified vendors for banking services 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. The vendor must be a company normally engaged in selling water treatment chemicals and services. The vendor shall demonstrate relevant experience providing water treatment services of similar scope, scale, and complexity within the past ten (10) years. Company must employ no less than 5 local service personnel trained to provide professional water treatment services and employ a field engineer with a degree in Chemistry or Chemical Engineering to provide field support as needed. All of these reps must reside in Arkansas or within 150 miles of the ATU Russellville campus. Indicate your experience in providing materials and services to the specific market. Please indicate how long has your firm been in the water treatment business.
3. The vendor shall appoint two members of his company, one alternate service professional, as well as an authorized Account Manager to represent the company in all dealings with us. All three (3) vendor representatives shall be full time employees of the vendor and shall possess 4-year college degrees or a minimum of 15 years of water treatment work experience. A resume of these three (3) representatives and account manager will be submitted to the University. The representatives shall be familiar with all aspects of water treatment. Only these individuals will represent the vendor regarding services for this contract unless otherwise specifically authorized by the ATU Facilities Director. One of these three representatives will report to the ATU Facilities Management office for service weekly. A sign in and sign out log may be used. This will prevent a firm from submitting a name with proper qualifications and service being done by unqualified personnel. Service one day per week is required. List name, home address, phone number, educational background, years in water treatment industry, and years with the vendor for each of the three (3) appointed representatives and the account manager.

### **Service Level and Response Time**

Indicate how far each vendor representative lives from the campus. At least one of the two representatives must reside within 100 miles of the University campus and the others within 150 miles from the campus. The alternate representative must reside in Arkansas or within 150 miles of the ATU campus. The account manager must also reside within 150 miles of the university and shall have worked with all three representatives for a minimum of 5 years. A representative shall visit the facility a minimum of once per week. The representatives must be available for calls on specific problems should they occur. The representatives shall be available on 24 hour notice, and under emergency circumstances, should be able to visit the facility within four (4) hours after being notified.

### **Quality**

An organization's commitment to quality is an indication of their ability to satisfy customer needs. A vendor's dedication to quality means fewer problems and less risk for their customers. The Vendor shall demonstrate a documented quality management or continuous improvement program. ISO 9000 or equivalent systems may be referenced but are not required.

### **Program Administration**

Organization is key to a well-run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the vendor provide an on-site Administration Notebook. At the very least, this notebook must contain an outline of the chemical program, all chemical control test procedures, Control Sheets, Product Bulletins, Material Safety Data Sheets, Feed and Control Equipment Specifications. Secondly, the vendor must perform all services timely and provide an electronic field service report within 24 hours of time of service. These electronic field service reports must be stored on a centralized database and available for customer review at all times via a website. Please provide a summary of how your firm administers and manages a water treatment program. Include a sample of your Administration Notebook and its contents.

---

## **7.0 SUBMISSION REQUIREMENTS**

Proposers must submit: - One (1) hard copy and one (1) electronic copy on flash drive. One redacted copy is requested as responses are subject to Freedom of Information Act (FOIA) requests.

No emailed proposals will be accepted. Late responses will not be accepted.

Submission Checklist:

- Completed Attachment 1
- Completed Attachment 3 (if addenda issued)
- Completed and signed Attachment 4

- Contract and Grant Disclosure Form
- EEOC Form and required documentation
- Sealed and sent to arrive by opening date and time.
- Signed Attachment 2 (Cost Proposal)
- Signed Attachment A
- Equipment List Appendix A

## 8.0 PERFORMANCE STANDARDS

Arkansas Code 19-61-517 requires that certain contracts for services include Performance Standards for measuring the overall quality of services provided.

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

	Replacement resources acceptable to ATU may be required
	Contract may be cancelled

Standard ATU terms and conditions also apply and are available at [atu.edu/purchasing](http://atu.edu/purchasing).

## 9.0 ADDENDA

Any addenda issued will be posted on the Arkansas Tech University procurement website. It is the proposer's responsibility to monitor the website for updates.

## 10.0 COST OF PROPOSAL PREPARATION

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

## 11.0 Best and Final Offer

The University may elect to request best and final offers. Any best and final offer request made by the University will follow guidelines provided in A.C.A. §19-61-506.

## ATTACHMENTS

### Attachment 1 – Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with the proposal may result in rejection.

Provide three (3) references of comparable project scope.

#### Reference 1

Firm Name	
Address	

Contact Person	
Phone / Email	
Dates of Service	
Contract Value	
Brief Description of Services	

**Reference 2**

Firm Name	
Address	
Contact Person	
Phone / Email	
Dates of Service	
Contract Value	
Brief Description of Services	

--

**Reference 3**

Firm Name	
Address	
Contact Person	
Phone / Email	
Dates of Service	
Contract Value	
Brief Description of Services	

Brief Description of Services:

---

**Attachment 2 –Pricing Proposal**

Company Name: \_\_\_\_\_

Total yearly price: \_\_\_\_\_

*Pricing shall include all labor, chemicals, equipment, testing, training, reporting, delivery, disposal, and program administration necessary to meet the full Scope of Services in this RFP.*

Section A-Annual Lump Sum Program Pricing

System/Program Component	Included (x)	Annual cost
Cooling Tower and Condenser Loop Treatment Programs		\$
Chilled Water Closed Loop Systems		\$
Steam Boiler Systems		\$
Heating Hot Water Closed Loop Systems		\$
Chemical Products (liquid and/or solid)		\$
Feed & Control Equipment (per scope)		\$
Services to include per specifications: Routine Service Visit (weekly until 90 days into initial service term then can change to every 2 weeks), laboratory and analytical, monitoring and testing documentation, training, equipment inspections and reporting, annual business review and program optimizations, drum handling and delivery.		\$
<b>Total Lump Sum Price Per Year</b>		\$

Section B -Equipment Pricing (University Ownership) *All equipment purchased by the University shall remain University property after contract expiration or termination.* Proposers shall include replacement pricing for all equipment to allow for effective and equitable evaluation of responses. The University may elect to purchase only a portion of the proposed replacement equipment, as certain equipment is currently University-owned. Final determination of equipment to be



Section D-Price Escalation (Optional)

Contract year	Escalation Percentage
2	%
3	%
Years 4-7 as negotiated	

---

---

Attachment 3 – Addendum Acknowledgement

The undersigned acknowledges receipt of the following addenda issued by Arkansas Tech University:

Addendum #1  Addendum #2  Addendum #3  Addendum #4  Addendum #5

Company Name: \_\_\_\_\_

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

---

---

Attachment 4 – Signature Certification Page

By signing below, the undersigned certifies that this proposal has not been prepared in collusion with any other proposer and that all information provided is accurate and complete.

Company Name: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

Title: \_\_\_\_\_

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

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Appendix A

Location	Cooling tower loop	CHW Closed Loops	HW Closed Loops	Steam Loop
Baswell Hall	na	South District loop	1	na
Brown Hall	1	2 pipe system	2 pipe system	na
Caraway	na	2 pipe system	2 pipe system	na
Chambers Café	1	1	1	na
Corley	na	North District loop	1	na
Crabaugh	na	South District loop	na	na
Dean	1	1	1	na
Doc Bryan	1	1	1	na
Ferguson	na	South District loop	1	na
Hughes	na	1	1	na
Hull	1	1	2	na
M Street	1	1	1	na
Mc Ever Building	na	North District loop	1	North Plant, 2 boilers
McEver Mechanical	1	North District loop	na	North Plant, 2 boilers
Norman Art	1	1	1	na
Nutt Hall	1	1	1	na
Paine Hall	1	2 pipe system	2 pipe system	na
Power Plant	2	South District loop	1	na
RCB	1	1	1	na
Rothwell	1	1	1	na
RPL Building	na	North District loop	1	North Plant, 2 boilers
RPL Mech. (Witherspoon Mech.)	1	1	na	na
Techionary	na	South District loop	1	na
Tucker Coliseum	1	1	1	na
Turner Hall	1	2 pipe system	2 pipe system	1
Williamson	na	1	1	na
Wilson Hall	1	1	1	na
Witherspoon Mechanical	1	1	1	na

## 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

## 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:

Goods?  Services?  Both?

TAXPAYER ID NAME:

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	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

### FOR A VENDOR ( BUSINESS ) \*

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

Position Held	Mark (√)		Name of Position of Job Held <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	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

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. \_\_\_\_\_

**ARKANSAS TECH UNIVERSITY  
Procurement Services  
404 N El Paso  
Russellville, AR 72801-2222**

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating that the bidder does not have an EEO Policy will be considered that bidder's response and will comply with the requirement of Act 2157.

**This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.**

If you have any questions, please call the Procurement at 479-968-0269.

Thank you.

Jennifer Warren  
Director Procurement

\*\*\*\*\*

*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE*

\_\_\_\_\_ EEO Policy attached

\_\_\_\_\_ No EEO Policy exists-If no EEO policy exists, a signed statement on company letterhead stating as such must be submitted in addition to this form.

\_\_\_\_\_  
Name of Company or Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date