

HENDERSON STATE UNIVERSITY

Purchasing Department

1100 Henderson Street, Womack Hall, Room 314
Arkadelphia, Arkansas 71999-0001

REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	20-25	Solicitation Issued:	3-08-21
Description:	Bookstore Operation and Mail Services (campus post office)		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	April 15, 2021	Proposal Opening Time:	2:00 PM Central Standard
Deliver proposal submissions for this Request for Proposal to HSU Purchasing on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Purchasing Department Womack Hall, Room 314 1100 Henderson Street HSU Box 7894 Arkadelphia, AR 71999-0001</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to HSU's street address on a schedule determined by each individual provider. These providers will deliver to HSU based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

HENDERSON STATE PURCHASING DEPARTMENT CONTACT INFORMATION			
Purchasing Contact:	Christi Davis davisc@hsu.edu	Direct Phone Number:	870-230-5116
Website:	https://www.hsu.edu/pages/about/administration/finance-and-administration/purchasing/		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 BACKGROUND AND PURPOSE

Henderson State University was founded on March 24, 1890 and was incorporated as Arkadelphia Methodist College. It was chartered as a four-year, coeducational baccalaureate liberal arts College. The College opened on September 3, 1890, with 110 students and 10 faculty members. At present, degree programs are offered through the Matt Locke Ellis College of Arts and Sciences, the School of Business, Teachers College Henderson and the Graduate School. The University operates the only aviation degree program in Arkansas and offers pre-professional studies. The University began its 130th session in 2020. HSU's record on-campus enrollment is some 3400 students (1990). Throughout most of its history, the University has been known as "Henderson". The motto is "The School with a Heart". The colors are Red and Gray and the students and athletic teams are known as "REDDIES".

In January 2021 Henderson State University officially became affiliated with the Arkansas State University Systems.

The University's fall semester begins usually in late August of each year. The current Bookstore and Mailroom Services are operated by BBA Corp and reports to the Vice President for Finance and Administration. Previous gross sales for 2015 to 2020 are approximately \$1.5 Million 2020, \$1.8 Million 2019, \$1.7 Million 2018, \$1.4 Million 2017, \$1.4 Million 2016 and \$1.5 Million 2015. The Bookstore contains approximately 5,000 square feet of retail and Postal space and 2,000 square feet of storage and office space. Current hours of operation are 8:00 A.M. to 4:00 P.M. Monday – Thursday and 8:00 A.M. to 2:00 Friday with additional hours added to each day during the first 2 weeks of the start-up of each semester, during the week of finals, and perhaps on weekend game days. www.hsu.edu

The purpose of this RFP is to receive proposals for contracting the combined operations of the Reddie Bookstore and campus mail services, which are located in the Martin B. Garrison Activity and Conference Center.

The University's objectives for the Bookstore / Mail services management and operation are listed below.

It is expected that the Contractor shall adopt the following objectives for the management and operation of these units:

1. To provide the University community with a full range of merchandise and services expected from a quality academic bookstore. Option of offering minor computer and cell phone repairs.
2. To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed.
3. To ensure that the specific edition(s) of texts are available for sale.
4. To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the University.
5. To offer a significant selection of "soft goods" such as office supplies, incidental household goods for resident students, personal care items, University emblematic apparel, memorabilia and other miscellaneous items.
6. To provide timely response to customers requiring special order literature and other such materials.
7. To provide textbooks and other quality merchandise to the University community under pricing policies that are both fair and competitive for like or similar quality, as compared to other university bookstores and also with retail establishments in the surrounding area.
8. To keep apprised to new merchandise of interest to the University community and continually offering innovative technology and ideas to maximize sales, customer service and use of space.
9. To minimize out-of-stock situations on textbooks.

10. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the bookstore needs of the patrons with various disabilities. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore.
12. To provide employment opportunities for students.
13. To become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and other assistance based upon the University's ongoing and unique activities.
14. To be fully compliant with the Higher Education Opportunity Act.
15. To provide the option of online purchasing/rental of textbooks and other merchandise.
16. To provide all mail services to the campus, which includes all student, faculty, staff, and departmental mail. Carriers include but not limited to: USPS, FedEx, & UPS.
17. To provide mail delivery to specific locations on campus.
18. To provide an alert mechanism for incoming mail/parcel notification.
19. Willing to explore and adopt innovative ideas & technology.

NOTE: Office Supplies for all Departments of Henderson State University will NOT be purchased from the Reddie Bookstore. The State of Arkansas offers a contract for these supplies.

1.2 **TYPE OF CONTRACT**

- A. As a result of this RFP, HSU intends to award a contract to a single Contractor. HSU reserves the right not to make an award of this RFP.
- B. The anticipated starting date for any resulting contract is July 1, 2021, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and HSU, the contract may be renewed by HSU for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

D. **Anticipated Procurement Timetable**

RFP Issued: March 08, 2021

Site visit: If desired, must be by appointment only during the week of March 22nd – 25th only.
A Virtual Tour to be sent by separate email.

Closing date and time for receipt of proposals
and public opening of proposals: April 15, 2021 at 2 p.m.

Contractor Commences Performance: July 1, 2021

NOTE: All vendors desiring a site visit must contact Mr. Tim Jones on or before March 19, 2021 to schedule a time.

Bookstore Location: Henderson State University – Reddie Bookstore
Garrison Activity Center
1045 McKnight Drive
Arkadelphia, AR 71923

1.3 **ISSUING DEPARTMENT**

HSU Purchasing, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 **PROPOSAL OPENING LOCATION**

Proposals will be opened at the following location: HSU Purchasing, Womack Hall, Room 314, Arkadelphia, AR

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The HSU Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person, or company who submits a proposal in response to this solicitation.
- D. "Contractor" means a person, or company who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 RESPONSE DOCUMENTS

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the Information for Evaluation in Section 3. Proposal response **must** be in the English language.
 - ii. Response to the *Financial Information (Royalties and or Costs)*, which is to include any and all revenues and/or costs to HSU. Any reference to money **must** be proposed in U.S. dollars and cents
 - The *Financial Sheet (Royalties/Costs)*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Royalties/Costs". A Prospective Contractor **shall not** include any royalties or costs in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.

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- a. EO 98-04 Disclosure Form. (See *attached form*)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - c. *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access*.)
 - d. Proposed Subcontractors Form. (See Subcontractors.)

3. **DO NOT** include any other documents or ancillary information, such as promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Financial (Royalty/Cost) Sheet*

In addition to the original *Technical Proposal Packet* and the *Financial Revenue/Cost Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*

- a. One (1) complete hard copy (marked "COPY") of the *Technical Proposal Packet*.
- b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax. Electronic copies shall be labeled with company name.
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If HSU requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the Financial Royalties/Costs Sheet

- a. Prospective Contractor should also submit two (2) electronic copy of the *Financial Sheet (Royalty/Cost)*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. Electronic copy shall be labeled with company name and contents.
 - i. *The Financial Royalty/Cost Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Royalty/Cost". Prospective Contractor **shall not** include any royalty/Cost in the hard copies or electronic copies of their *Technical Proposal Packet*.

3. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.) Media must be labeled with the company name.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their *Technical Proposal* response.

B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.

- *Proposal Signature Page*.
- *Proposed Subcontractors Form*.
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*.
- *Voluntary Product Accessibility Template (VPAT)*.
- *Technical Proposal* response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before March 30, 2021 to HSU Purchasing as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by HSU. HSU's consolidated written response is anticipated to be posted to HSU Purchasing website. If Prospective Contractor questions are unclear or non-substantive in nature, HSU may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify HSU Purchasing of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact HSU Purchasing with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by HSU will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by HSU.
- E. Prospective Contractors entering into a contract with the State/HSU **shall** comply with all the terms and conditions contained herein.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

1.11 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by HSU.

1.12 ROYALTY/COST

- A. Prospective Contractor(s) **shall** include all Cost to HSU (if any), and all royalties owed to HSU throughout the course of this contract on the Revenue/Cost Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Royalty/Cost (Financial) Sheet* is to be provided by Respondent.
- B. To allow time to evaluate proposals, all information/data contained in the proposal **must** be valid for 90 days following the proposal opening.
- C. The *Royalty/Cost (Financial) Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Royalty/Cost". **DO NOT** submit any ancillary information not related to actual financial proposal on the Financial sheet.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of HSU and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State/HSU may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax. Copy must be properly labeled with company name and contents.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through HSU Purchasing.
- B. Do not alter any language in any solicitation document provided by HSU.
- C. Separate the Royalty/Cost Sheet (financial package) from all other information.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. HSU has the right to award or not award a contract, in part or in its entirety, if it is in the best interest of HSU to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to HSU.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.17 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by HSU Purchasing will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to review the HSU website, <https://www.hsu.edu/pages/about/administration/finance-and-administration/purchasing/bidding-information/> for any and all addenda up to proposal opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score, and Royalty/Cost Score, will be used to determine the ranking of proposals. An oral presentation is likely to result from this ranking. Then, HSU may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to the Selection Committee. This presentation will provide the opportunity for the vendor to clarify or elaborate on his/her proposal, but will not in any way allow any change in the vendor's original proposal.

B. Negotiations

- 1. If HSU so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of HSU.
- 2. If negotiations fail to result in a contract, HSU may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time HSU decides not to move forward with an award.

C. Anticipation to Award

- 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on HSU website at <https://www.hsu.edu/pages/about/administration/finance-and-administration/purchasing/bidding-information/>.

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2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
 3. HSU may waive the policy of Anticipation to Award when it is in the best interest of HSU.
 4. It is the Prospective Contractor's responsibility to check the HSU website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. The HSU Procurement Official will be responsible for the solicitation and award of any resulting contract.

E. Proposal Evaluation

1. The Bookstore and Mailroom Selection Committee will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal submitted which is, in the opinion of the Selection Committee, in the best interest of this University when all factors are considered. Factors considered will include, but are not necessarily limited to:

pricing, services offered, quality, experience, manager, marketing capabilities, creativity, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items, and that the decision of the University is final. An experienced Bookstore Manager must be named by June 1, 2021. The University reserves the right to reject any, and all proposals, or parts thereof, and to waive informalities in the proposals received.

2. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to the Selection Committee. This presentation will provide the opportunity for the vendor to clarify or elaborate on his/her proposal, but will not in any way allow any change in the vendor's original proposal.

1.19 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 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. HSU reserves the right to participate in a like agreement meeting the requirements of 19-11-249.

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, HSU must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

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- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
 - D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Office of State Procurement Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.25 TECHNOLOGY ACCESS

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

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5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.27 PURCHASING CARD ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State’s authorized Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. Purchasing Card is not the exclusive method of payment.

1.28 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s proposal to be rejected.

1.29 RESERVATION

HSU will not pay costs incurred in the preparation of a proposal.

SECTION 2 – REQUIREMENTS

- Do not provide responses to items in this section unless specifically and expressly required.

2.1 **SCOPE**

This chapter describes the scope of work to be completed under this proposed contract.

The Contractor shall have the exclusive rights to market and operate, **as an independent contractor**, the Reddie Bookstore on the campus of Henderson State University and the Postal services. An Independent contractor is defined as the business or corporation that provides goods and services to Henderson State University as specified in this RFP. The Contractor shall provide, at his/her own expense, all required supplies, materials and equipment not provided by the University. The Contractor shall be responsible for all costs of marketing and operations of said facility, including but not limited to, maintaining adequate staffing, inventory, supplies and maintenance not provided by the University. Existing interior space, and all utilities will be provided by the University. Contractor must agree to conserve utilities and treat all facilities and equipment with prudent care.

The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the University. The Contractor shall adhere to the highest standards of professionalism, cleanliness and general operations. Failure to meet this requirement at any time during the term of the contract shall be considered a material breach.

The University shall have the right to form a Bookstore/Mailroom Advisory Committee composed of student and University representatives to appraise and evaluate the services, amenities, facility and the entire bookstore operation. This committee shall meet regularly with the Contractor's Manager of the Bookstore to evaluate the overall operations, focusing on comments and providing information, which could result in needed changes or improvements to the facility and overall operations. The Contractor's off-campus supervisor (i.e., district, regional supervisor) shall attend at least one of these meetings annually.

The Contractor's cost of said operations shall include, but not be limited to, the following:

2.1.1 Cost of all staffing required for complete marketing and operations of the Bookstore.

2.1.2 Initial cost and maintenance of equipment, maintenance or replacement of all furnishings. Contractor will be required to fully furnish with fixtures, furniture and equipment, the Bookstore & Mailroom area.

2.1.3 Contractor will provide normal every-day type maintenance of the allotted space, furnishings, equipment and related items and the repair/replacement of such to the satisfaction of the University. Normal every-day type maintenance is defined as, but not limited to, changing of light bulbs, replacement of light or electrical outlets, etc

The University will properly make all repairs to the facilities, which are required as a result of "normal wear and tear" and not caused by negligence of the Contractor or his/her employees. Damages caused by carelessness or negligence of the Contractor or his/her employees or vendors shall be repaired promptly at the Contractor's expense.

Facilities are defined as walls, ceiling, plumbing, light fixtures and floors. All equipment used in the normal every day operation will be Contractor's responsibility to maintain and repair. The University will supply the facilities and utilities. All equipment and furnishings will be the responsibility of the Contractor. Any cost directly and clearly connected to abuse or negligence by the Contractor or its contractors shall be charged to the Contractor. The Contractor shall keep all said furniture, equipment, common area lighting, etc. in a proper condition and repair.

Normal Wear and Tear is defined as the act of wearing under normal use (not abuse): to impair or diminish by use of attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation). Examples of "normal wear and tear" include, but are not limited to, a faucet washer will wear out due to constant use of the unit, a door closer will wear out due to constant use, etc. Examples of items that are not "normal wear and tear" include, but are not limited to, broken knobs of a cabinet, broken switch cover plates, etc.

2.1.4 Any additional equipment, not included in the initial design of the facility that requires the use of electricity must be approved by HSU before installation.

2.1.5 The Contractor will be responsible for the immediate reporting of needed repairs to the Facility of the University. The HSU Physical Plant will work with the Contractor to make emergency repairs to the Henderson State University maintained facilities.

Routine service request will be documented on a Work Order System provided by the Physical Plant. Repairs will be scheduled as part of the University normal workload.

Emergencies during normal work hours, such as water leaks, plugged drains, etc. are to be reported to the Physical Plant by telephone for immediate response. Emergencies after normal working hours, involving University maintained equipment or facilities, are to be reported to Henderson State University emergency personnel and the University Police.

2.1.6 Maintenance and repair of all office & postal equipment, including office furniture, computers, calculators, cash registers, etc.

2.1.7 Labor and labor relations.

2.1.8 Completed insurance coverage (HSU will provide insurance on the building only).

2.1.9 Telephone expense, except for "on campus services".

2.1.10 Management and staffing salaries and fringe benefits.

2.1.11 Personnel and the training of such. **Describe your suggested training program.**

2.1.12 Legal and professional advice.

2.1.13 Field audits and controls.

2.1.14 Annual audited reports. **NOTE:** The Contractor shall provide the HSU Vice President for Finance and Administration a complete set of audited financial statements each fiscal year.

2.1.15 Motor vehicles, if needed that are required by the Contractor to perform the contract.

2.1.16 Normal stock and inventory of the Bookstore.

2.1.17 Lock Changes - The Contractor, at his/her expense, must change locks for the Bookstore area so as to maintain security. All systems must be approved by the Director of the HSU Physical Plant. The HSU Physical Plant and the HSU Police Department shall have full access to the Bookstore in case of an emergency.

2.1.18 Without additional expense to the University, **the Contractor shall be responsible for, and pay all, applicable federal, state, and local taxes** and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits, licenses, etc., unless otherwise specified.

2.1.19 The Contractor shall be responsible for the full operation, maintenance and appearance of the interior of the Bookstore and Mailroom, including decorating and custodial services. No physical changes will be made without the consultation and written approval of the HSU Vice President for Finance and Administration. The Contractor will be required to totally furnish, fixture and equipment, the Bookstore & mailroom.

2.1.20 The Contractor agrees to provide Bookstore operations as described in the Proposal and guarantee an annual royalty amount, payable monthly, for the exclusive right to offer Bookstore service on the Henderson State University campus. **If a guaranteed "base of gross sales" is used to determine the royalty payment to the University, then the respondent must address the issue of: if gross sales exceed the guaranteed base used for the annual amount, what will be used as the basis for determination of additional consideration to be paid to the University.**

The Contractor agrees to make these payments to Henderson State University monthly.

The Contractor shall not increase the cost structure, of the originally agreed upon, category of items without the written approval of the HSU Vice President for Finance and Administration.

The Contractor agrees to supply Henderson State University with complete and true records of sales to include period and dates covered. **Address how this will be accomplished.**

The Contractor shall assume all bookstore and post office operating cost including, but not limited to Inventory, labor (including management and supervisory), fringe benefits, payroll taxes, sales taxes, insurance, license, permits, equipment, equipment repairs, replacement, in-store security and in-store custodial services.

The Contractor shall submit a monthly unaudited financial statement, which is to include a profit and loss statement, to the HSU Vice President for Finance and Administration.

The Contractor shall confer with HSU in the establishment of store hours in order to adequately service day and possibly evening services. **List your suggested hours of operation.**

The University has attempted to keep the costs of providing and attaining a basic education as low as possible, the Contractor shall indicate their pricing policy below:

1. All new textbooks, paperback books and trade books shall be sold at a price of _____.
2. Used textbooks in saleable condition shall be sold at _____.
3. All other merchandise shall be marked up to reflect a usual gross profit margin of _____.
4. Any net priced merchandise (invoiced at a net cost) may be priced to reflect the usual industry gross margin of _____.
5. Henderson State University may request and shall receive from the vendor appropriate documentation that the above pricing policies are being practiced.

The Contractor shall post conspicuously and without equivocation store policies concerning refund, buy-back, exchanges, check cashing and special orders. The Contractor shall prepare, distribute and otherwise make available to every student, a handout brochure or leaflet outlining these policies.

The Contractor shall purchase used textbooks based upon a schedule that is timely, practical and convenient both to the Bookstore and its customers.

The Contractor shall be responsible for off campus Bookstore telephone service. On campus telephone service is provided by HSU at a current cost of \$13.65 per line. Currently, there are four lines.

The Contractor shall make every effort to secure and have available used texts. It should be clearly posted in the Bookstore what procedures are to be followed in the purchase and sale of used texts to the Bookstore. **Address your company's used book policy and objective for used books to new books ratio.**

Regalia – **describe the cap and gown services to be provided.**

The Contractor shall state whether operation of university and college bookstores/mailroom services is their primary business.

If Contractors are owned by another company, please state name and address of the parent company.

Parking on University property, by Contractor's employees, shall be governed by the same regulations and fees as apply to University employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of his/her employees. Contractor employees will be required to secure a faculty/staff parking permit that will be used on the campus. Currently, there is not a fee for parking permits.

The University will consider some minor renovations to the Bookstore and/or mail room area that would be at the expense of the Contractor. Bidders are encouraged to make suggestions for interior design changes for this location. Suggestions should include brief illustrations, descriptions of renovations, breakdown of estimate costs for each item by area, and suggested schedule of when the work should be started and completed. Any proposed renovation specifications and plans will be subject to approval by the University's Vice President for Finance and Administration.

The Proposer is to describe automation plans (e.g. Point of Sale system, mail notification) for the efficient and effective management of the Reddie Bookstore and Mailroom Services. All systems are to be fully compatible with the University's SIS computer system. For each area to be automated, Proposer is to provide a brief description of what the automated system will do. Proposer is to indicate if this automated system can, or will, be tied to the Proposer's central computer system and, if so, when it may be installed, and what functions this networking will provide. Proposer is to indicate the type of backup system or procedures are to be utilized in the case that the system is temporarily inoperative.

Proposer is also to describe how this system will interact with the Financial Aid package currently being used at Henderson State University and the purchase of textbooks and material by students using their financial aid benefits. The current Financial Aid software at HSU is POISE/Jenzabar PX. HSU is currently in the process of changing to a different ERP system: BANNER.

This function may require a substantial investment by the Contractor for cards (smart card), hardware and/or software.

Any issues that may arise between the Contractor and the HSU Vice President for Finance and Administration will be resolved to mutual satisfaction. In the event that such a solution is not attainable, the final determination will rest with the HSU Vice President for Finance and Administration.

2.2 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages. Minimum: maintain Level of excellent Customer Service and continue to increase annual sales.

The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes, and defines the acceptable standards: Number of complaints from customers, annual sales report.

HSU has the right to modify, add, or delete Performance Standards throughout the term of the contract, should HSU determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.

- B. All changes made to the Performance Standards will become an official part of the contract.
- C. Performance Standards will continue throughout the aggregate term of the contract.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. HSU has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, HSU has final determination of the performance acceptability.
- F. Should any compensation be owed to HSU due to the assessment of damages, Contractor **shall** follow the direction of HSU regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 TECHNICAL PROPOSAL SCORE

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

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

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

C. REQUIREMENTS

1. Evaluation Criteria

The proposals will be evaluated and awarded points based on the values detailed below:

<u>Criteria</u>	<u>Maximum</u>
Prior experience and performance on projects of similar nature and scope.	15 points
Qualifications and experience of staff to be assigned to the work. This will be determined from resumes submitted, education, position in the company/firm, and years and types of experience.	15 points
Respondent's understanding of work to be performed. This will be determined by evaluation of the respondent's technical proposal for performance of the work requested.	40 points
Respondent's financial proposal (Cost / Royalty) for performance of Bookstore / Mail Services as requested. The maximum proposed benefit to HSU will be awarded maximum value. The value of other proposals will be awarded as determined by the individual evaluator.	30 points
TOTAL	100 Points

2. Experience

The proposal must detail the respondent's familiarity and proven experience in the Bookstore & Mail Services Industry and demonstrated ability to serve the University's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

3. Qualifications and Experience of Staff

The proposal should detail how the respondent has and will make available sufficient personnel resources to work within the specified time constraints and to maintain or exceed current performance levels. The proposal must detail the number and qualifications of personnel required to perform the work requested. The proposal must include resumes specifying the qualifications and duties of the management personnel. The resumes must include the education, position in firm/company, number of years with the company, types of experience and the duties that each will perform under the contract. Also, please provide evidence of the employee(s) willingness to relocate to the Arkadelphia, AR area. Permanent, full-time manager must be currently employed by company submitting the proposal and must be on site at the time the company begins the contract.

4. Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for deliverables, and each activity and requirement outlined in the proposal. **Specifically address your suggestion(s) on the transition to minimize disruption. How do you suggest the transition be accomplished to assure delivery of Textbooks in a timely manner for the second Summer and Fall Semesters of 2021? How will you perform mail services & delivery?**

5. Cost / Royalty

The proposal must provide cost information and the guaranteed royalty amount as required to support the reasonableness of the proposal.

6. Services to be Provided

All services to be performed under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the

University. The Contractor will conduct meetings with the University faculty/staff & students in Arkadelphia, Arkansas, as required to assure a successful partnership.

7. Introduction

The Technical/Business portion of the proposal must include the following:

- Transmittal Letter
- Executive Summary
- Respondent's Background and Experience
- Respondent's Qualifications
- Project Organization and Staffing

The Financial portion of the proposal must include the following:

- Financial Proposal (Royalty and/or Costs)
- Independent Financial Proposal Determination Certification Statement
- Bid Price Certifying Statement

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

8. Transmittal Letter

The Transmittal Letter must be signed by an individual authorized to legally bind the respondent. It will state that the respondent is a legal entity that will meet the specifications set forth in the request for proposals.

9. Executive Summary

The Executive Summary will condense and highlight the contents of the respondent's proposal.

10. Respondent's Background and Experience

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project.

Each respondent must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each respondent must submit the names, addresses, and email of three (3) additional references.

Each respondent must provide a list of any and all accounts that your company has discontinued within the past three (3) years, to include name and address of organization, contact person, phone number and reason contract was terminated (result of proposal, bid, time frames, etc.). **Failure to not list all discontinued contracts could result in your proposal being disqualified and rejected.**

11. Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the request for proposal. HSU shall not be listed as a reference. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified. HSU reserves the right to solicit references other those provided. A negative response from either source may disqualify the respondent.

12. Respondent's Qualification and Credentials as Related to the Proposal

In this section, the Respondent shall provide an organizational chart displaying his/her overall business structure and the proposed project structure. The Respondent shall also state the qualifications and credentials of his/her company, in terms of proven experience through similar projects, reputation, etc.

Respondents shall include the number and a description of recent similar projects that were successfully taken on. A statement shall be included specifying the extent of responsibility on each described project.

The Respondent shall provide the most recent annual report, and other evidence of the Respondent's financial status, and the Respondent's financial ability to carry out this project.

Proposals shall include proof of the Respondent's financial soundness and successful completion of other projects of a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Acceptable evidence shall include but shall not be limited to: recent financial statement from a bank evidencing their good standing; written statements from the Respondent evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

13. Project Organization and Staffing

This section will describe in detail the respondent's organizational plan for meeting the requirements in this request for proposals. It will include: (1) organization charts of proposed personnel at all levels of the organization. (2) Staffing information detailing the tasks to be performed and the number of staff hours estimated for each individual for each task.

Address your firm's overall philosophy on the subject of management.

All personnel employed by the Contractor will carry company or corporate identification while on University property. ID badges must be worn by all personnel, including managers, for ready identification while on duty.

3.2 **DEMONSTRATION SCORE**

- A. The Prospective Contractors with the top three to five Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation.
- B. A second set of score sheets will be created for evaluation; "Post-Demonstration" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 **GUARANTEE ROYALTY**

- A. When the financial portion is opened for scoring, the maximum amount of Royalty points will be given to the proposal with the highest three year grand total on the Financial Sheet. (Cost will be deducted from Royalty Amount).

3.4 **GRAND TOTAL SCORE**

The Technical Score and Royalty/Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.

	Maximum Points Possible
Technical Proposal	70
Financial Proposal	30
Maximum Possible Grand Total Score	100

3.5 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

- **Do not provide responses to items in this section.**

4.1 ROYALTY PAYMENT AND BILLING PROVISIONS

A. Forward Documents to:

Henderson State University
Rita Fleming, Vice President of Finance and Administration
1100 Henderson Street, HSU Box 7804
Arkadelphia, AR 71999-0001

- B. Royalty payments are to be made to HSU on a regular monthly basis. Payment from HSU, if any, shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by HSU.
- C. Do not invoice HSU in advance of delivery and acceptance of any goods or services.
- D. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

A. Henderson State University will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the HSU Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving HSU **must** take place in Clark County, Arkansas.

C. The laws of the State of Arkansas govern this contract.

D. A contract is not effective prior to award being made by the HSU Procurement Official.

4.3 CONDITIONS OF CONTRACT

- #### A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

-
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 STATEMENT OF LIABILITY

- A. HSU will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. HSU will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to HSU will be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and HSU will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) (HSU) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 REVENUE/COST ESCALATION

- A. Cost increases will be considered at the time of contract renewal. Increase in royalty payments are welcome any time.
- B. The Contractor **must** provide to HSU Purchasing a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. HSU has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. HSU has the right to approve or deny the request.

4.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and HSU has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

Should HSU and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of HSU is final and controlling.

4.9 **CANCELLATION**

A. For Cause. HSU may cancel any contract resulting from this solicitation 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, HSU will advise the Contractor in writing of the reasons why HSU is considering cancelling the contract and 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. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

B. For Convenience. HSU may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

C. If upon cancellation the Contractor has provided commodities or services which HSU has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS MAINLY FOR Non-Revenue Generating Contracts.

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any resulting contract if any or all parts of the bid are accepted by Henderson State University.
- 2. **ACCEPTANCE AND REJECTION:** HSU **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of HSU.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to HSU Purchasing on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. HSU may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and is used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. HSU **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and HSU may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **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 the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to HSU. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: An HSU purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity at HSU's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. HSU Purchasing **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, HSU may buy elsewhere and any additional cost **shall** be borne by the Contractor.

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14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of HSU. Delivery **shall** be made during HSU work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from HSU. Packing memoranda **shall** be enclosed with each shipment.
 15. **STORAGE:** HSU is responsible for storage if the Contractor delivers within the time required and HSU cannot accept delivery.
 16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of HSU after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize HSU Purchasing to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to HSU of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
 17. **VARIATION IN QUANTITY:** HSU assumes no liability for commodities produced, processed or shipped in excess of the amount specified on HSU's purchase order.
 18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by HSU. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
 19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State/HSU, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by HSU. Contractor **shall** properly identify items being returned.
 20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State/HSU harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
 21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
 22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
 23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this 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.
 24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas/HSU 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.
 25. **DISCLOSURE:** 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 HSU.

IMPORTANT READ CAREFULLY

INSTRUCTIONS TO BIDDER

A Bid Bond of not less than \$50,000, Cashier's Check, Certified Check or Bond payable to Henderson State University shall be submitted with the bid. A Company or Personal Check, Letter of Credit or Cash will NOT be accepted.

Certificates of Insurance acceptable to the owner shall be filed with the Purchasing Office prior to commencement of the work. This document is required regardless of bid amount.

CONTRACTOR'S INSURANCE REQUIREMENTS

The contractor shall purchase and maintain such Insurance as will protect him from claims set forth which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

- A. Claims under Workmen's Compensation, Disability Benefit and other similar benefit act;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained.
 - (1) By any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or
 - (2) By any person; and
- E. The contractor shall provide and maintain during the term of this contract, at the contractors' expense, comprehensive automobile liability insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages.
- F. Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Coverage for "Completed Operation" shall be required under this comprehensive liability section.

The insurance required by above paragraph shall be written for not less than any limits of liability required by law.

HENDERSON STATE UNIVERSITY
Purchasing Department
1100 HENDERSON STREET
ARKADELPHIA, ARKANSAS 71923
870-230-5117 PHONE
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:
<https://www.ark.org/dfa/immigrant/index.php/user/login>.

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones
Director of Purchasing

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants.
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

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

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

Tim L. Jones

Tim L. Jones, APO
HSU Director of Purchasing

To be completed by business or person submitting response: (check appropriate box)

_____ **EO Policy Attached [this is mandatory, if available]**

_____ **If an EO Policy cannot be provided – a written signed and dated statement must accompany this page indicating, 'No EO Policy is available.'**

**Company Name
Or Individual:** _____

Title: _____ **Date:** _____

Signature: _____

MINORITY BUSINESS POLICY: Minority participation is encouraged this all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: African American Hispanic American American Indian
 Native American Asian Pacific Islander Disabled Veteran

Arkansas Economic Development Commission certification (if available) #: _____

*Electronic form available @ [http://www.hsu.edu/uploadedFiles/Purchasing/Disclosure%20Form\(2\).pdf](http://www.hsu.edu/uploadedFiles/Purchasing/Disclosure%20Form(2).pdf)

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:	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?	
YOUR LAST NAME:	FIRST NAME:	M.I.:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

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

FOR INDIVIDUALS *

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

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