



UNIVERSITY OF CENTRAL ARKANSAS
PROCUREMENT & TRAVEL OFFICE
201 Donaghey Avenue
Wingo Hall 113
Conway, AR 72035

REQUEST FOR PROPOSAL
UCA Athletics Travel Management Services
RFP#UCA-23-019

PROPOSALS MUST BE RECEIVED BEFORE:
November 15, 2022 9:00 AM CST

Proposal Delivery and Opening Location
University of Central Arkansas
201 Donaghey Avenue
Wing Hall 113
Conway, AR 72035

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS

RFP SECTION INDEX

PROPOSAL SIGNATURE CERTIFICATION SHEET.....3

SECTION A REQUEST FOR PROPOSAL INTRODUCTION.....4

SECTION B BACKGROUND INFORMATION.....5

SECTION C INSTRUCTIONS TO OFFERORS.....6

SECTION D PROPOSAL OFFER FORMAT9

SECTION E REQUIREMENTS.....9

SECTION F TERMS AND CONDITIONS16

SECTION G EVALUATION CRITERIA27

SECTION H PRICING PROPOSAL28

SECTION I REFERENCES30

SECTION J PARTICIPATION IN BOYCOTT OF ISRAEL31

Signature Certification Sheet

Description: Travel Management Services for Athletics
Issue Date: October 26, 2022
Bid Opening Time: 9:00 a.m. CST

Proposal Number: UCA-23-019
Opening Date: November 15, 2022
Buyer: Holly Gibbons

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE.

Company Name: _____

Name (Type or Print): _____

Title: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number or Social Security Number:

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid.

THIS PAGE MUST BE SIGNED. IF UNSIGNED IT WILL NOT BE CONSIDERED.

Signature: _____

SECTION A: Request for Proposal Introduction

Purpose of the RFP

University of Central Arkansas referred to as (“the University” or “UCA”) is requesting sealed offers from qualified firms and/or individuals for Athletic Travel Management Services.

Proposal offers shall be delivered to the Procurement and Travel Department.

Issuing Officer

Holly Gibbons – Travel & Card Services Supervisor

501-852-0728

hollys@uca.edu

The Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should contact the Issuing Officer in writing.

Contract Administrator

Darrell Walsh

501-450-3255

darrellw@uca.edu

Anticipated Procurement Timetable

RFP Issued: October 26, 2022

Questions Emailed by: October 28, 2022

Answers Emailed by: October 31, 2022

Proposal Due: November 15, 2022@ 9:00 AM CST

Completion of Proposal Review: November 17, 2022

Finalist: Interviews/Presentations via Zoom: (If applicable) November 18, 2022

Contractor Commences Performance: upon UCA Board/Arkansas Legislative Council approval if required or December 1, 2022 through June 30th 2023

SECTION B: UCA BEAR'S BACKGROUND

Athletic Department Mission Statement

To AVIDly provide a rewarding and enriching experience for the diverse group of students, coaches, and supporters, leading to excellence and accountability in the classroom, on campus, and in sports.

CORE VALUES

- Student Success
- Excellence
- Diversity and Community
- Accountability
- Innovation
- Collegiality

A member of the storied and historic ASUN Conference, UCA has (8) intercollegiate sports for men and ten (10) for women at the Division I level. The University has produced excellence in both team and individual sports.

A perennial contender for ASUN Conference Championships and qualifier for NCAA Championship events, UCA is well positioned to be a major factor both on the field and in the classroom for generations to come.

UCA student-athletes and coaches are part of a tradition that has seen UCA become the standard of success in the ASUN Conference while competing at the highest level nationally. UCA Athletics has consistently been one of the top athletic programs in the ASUN while finishing in the top 5 in the All Sports trophies for the conference in the first two years we have been in the league.

There may be anywhere from 10 to 150 team members and university staff traveling to various games during the course of the seasons.

UCA's more than 400 student-athletes continue their stellar work in the classroom, finishing the previous academic year with a combined cumulative grade-point average above 3.0 for the 16th and 17th consecutive semesters.

UCA Athletics is committed to providing a rewarding student-athlete experience, an enjoyable fan/donor experience, and a professional and classy image. We will do this while contributing to the university's educational experiences. UCA Athletics cherishes the role it plays on this great educational campus of the University of Central Arkansas.

UCA Community Service:

UCA Athletics is a constant fixture in the Conway community and beyond. UCA student-athletes and coaches routinely volunteer their time to help members of the community with various community service efforts.

Student-athletes have averaged over fourteen-hundred (1,400) hours of community service annually in recent years.

The UCA Athletic Department have seen an increase in the number of donors over the last two years since making the move to the ASUN.

Investments in UCA's Athletic Program:

UCA has invested more than \$10,000,000 into its facilities over the past ten (10) years to ensure UCA varsity sports remain in the upper echelon of athletic programs. That includes turf fields, a new beach volleyball facility, new floor surfaces, a student-athlete nutrition center and upgraded locker room facilities for numerous sports. UCA also built a state-of-the-art ESPN production facility in the Farris Center.

SECTION C: INSTRUCTIONS TO OFFERORS

Submission of Proposals

No later than **November 15, 2022 at 9:00 a.m., CST**, one original (marked "original") hard copy, three (3) electronic copies on flash drives (clearly identified with company name and RFP number), and one (1) redacted flash drive copy of the proposal to be submitted to:

University of Central Arkansas
Procurement and Travel Department
201 Donaghey Avenue
Wingo Hall 113
Conway AR 72035

Addendum or amendments, if any, shall be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for the rejection of the proposal.

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY. DO NOT INCLUDE IN ELECTRONIC COPIES.

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date. Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal. Acceptance of request for proposal issued by the Director of Procurement & Travel Services indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Procurement and Travel Services, or an employee of the campus will be disregarded.

Presentation

Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Proposers selected for final evaluation may be required to make an oral presentation to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement and Travel will schedule time for any required presentations. Proposers are strictly limited to the time allotted and the topics provided by the University. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the University.

Rejection of Proposals

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.

Term of the Contract

The contract period for services begins December 1, 2022 through June 30, 2023 with the option to renew in one or two year increments not to exceed a total of 7 years.

Public Opening of Proposals

A public opening of all submitted proposals will be held on **November 15, 2022 at 9:00 a.m. CST** at the:

University of Central Arkansas
Procurement & Travel Department
201 Donaghey Avenue
Wingo Hall 113
Conway AR 72035

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS, MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-1 ET SEQ.

Contract Award and Signing

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

Proposal Evaluation

The University of Central Arkansas Evaluation Committee and the Director of Procurement & Travel will evaluate all proposals to ensure all requirements are met. The University reserves the right to make single awards, multiple awards by any combination of services, or by category, whichever is in the best interest of the University of Central Arkansas.

Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the issuing Officer.

Payment and Invoice Provisions

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable

Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

Intergovernmental/Cooperative Use of Proposal and Contract

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.

SECTION D: PROPOSAL OFFER FORMAT

In order to facilitate direct comparison, submit Offer using this format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of the proposal. Include the following with the proposal:

1. Completed and signed Signature Certification Sheet.
2. Completed and signed Participation in Boycott of Israel.
3. Offeror's Qualifications, Experience, Project Resources, and Client References (Section E.1. & E.2).
4. Completed Client Reference Sheet
5. A detailed technical Offer (refer to Section E.4. - E.23.).
6. Any exceptions to the Terms and Conditions of the RFP, if applicable.
7. Pricing Proposal (must be in a separate sealed envelope).

SECTION E: REQUIREMENTS

The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University's requirements. Submit a fully detailed Offer that adequately describes the advantages and benefits to the University.

Provide a detailed response to each requirement in Section E.1. - E.23., individually numbered to match each requirement. At minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. Offeror is encouraged to provide any additional information that is not specifically identified in this RFP.

1. QUALIFICATIONS/EXPERIENCE

1.1 Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe Offeror's growth for the past three (3) years.

1.2 Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years, and if selected for negotiations, Offeror may be required to provide the last two (2) years of audited financial statements.

1.3 Describe the material issues of any current patent or copyright lawsuits or legal actions against Offeror including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

1.4 Detail experience with similar/like projects.

2. PROJECT RESOURCES

2.1 Provide skilled staff to service the University account with a minimum of two (2) years of corporate travel experience, experience with athletic travel procedures, group travel and a willingness to learn NCAA and ASUN Conference and State of Arkansas travel policies. The University reserves the right to review Offeror's assigned staff for relevant qualifications and experience.

2.1.1. Assign a managerial level account manager to the University.

2.1.2. Account manager to meet periodically with University personnel upon University request.

2.2 Provide a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.

2.3. Offeror will be required to conduct relevant and appropriate background checks on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Offeror will share background check information and other supporting documentation including disciplinary action for any employee upon written request by the University.

2.4. Offeror may subcontract services with prior University authorization. List and describe any subcontractor's qualifications and relevant experience. Describe how Offeror guarantees subcontractor performance. Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments services shall be made directly to the Offeror.

3. TRAVEL ARRANGEMENT SERVICES

- 3.1. Provide Athletic Travel Services to: <https://uca.edu/athletics/>
- 3.2. Offeror to indicate if they can provide the following services:
 - 3.2.1. Charter air travel arrangements.
 - 3.2.2. Commercial air travel arrangements.
 - 3.2.3. Charter bus arrangements.
 - 3.2.4. Hotel arrangements.
 - 3.2.5. Vehicle rental arrangements.
 - 3.2.6. Catering arrangements.
 - 3.2.7. Online booking.
 - 3.2.8. Reporting options.

4. TRAVEL SPEND TOTALS FOR ATHLETICS

FY22

| |
|----------------|
| \$1,751,994.49 |
|----------------|

FY21

| |
|----------------|
| \$1,198,151.55 |
|----------------|

FY20

| |
|-------------|
| \$1,418,134 |
|-------------|

FY19

| |
|-------------|
| \$1,759,693 |
|-------------|

5. UNIVERSITY TRAVEL POLICY

5.1 Offeror to become knowledgeable of the University’s travel policies, to include the following:

5.1.1. <https://uca.edu/purchasing/files/2020/12/Travel-Procedures-Manual-June-2022-2-6-1-2-1.pdf>

6. HOURS OF OPERATION

6.1. Services to be provided during Business Hours.

6.1.1. Describe in detail service options outside of Business Hours to include, but not limited to, an account representative, Offeror's website portal and/or a toll free phone number.

7. ITINERARIES, TICKETS AND CONFIRMATIONS

7.1.1 At minimum, provide itineraries, tickets and confirmations to the University no later than twenty-four (24) hours prior to departure times. Information to include but not limited to the following:

- 7.1.1.1. Flight or associated travel numbers.
- 7.1.1.2. Departure times.
- 7.1.1.3. Arrival times.
- 7.1.1.4. Associated group travel names and confirmation numbers.
- 7.1.1.5. Other relevant information.

7.1.2. Describe in detail the methods that tickets and itineraries can be delivered to University personnel. Methods may include but not limited to: email, text, or hard copy.

8. CHARTER AIR FOR UCA BEARS FOOTBALL

8.1. Describe in detail:

8.1.1. Methodology used for gathering and determining pricing for flights, and how rates are negotiated for flights in and out of Little Rock, Arkansas.

- 8.1.2. Charter air partners/associates or preferred travel agencies.
- 8.1.3. Backup aircraft contingencies.
- 8.1.4. Booking and scheduling TSA security measures.
- 8.1.5. Screening options if the University uses the same aircraft provider for team charter trips during a calendar year.
- 8.1.6. Aircraft configuration options.
- 8.1.7. Maximum seating capacities.
- 8.1.8. First class options and availability.
- 8.1.9. Payloads of aircrafts leaving Little Rock, Arkansas and returning to Little Rock, Arkansas.
- 8.1.10. Broker fees and how they are determined and assessed.
- 8.1.11. Fees not listed and how they are determined and assessed.

9. COMMERCIAL AIR

9.1. Describe in detail:

9.1.1. Processes related to airline tickets and obtaining the lowest airfares,

- efficiency of travel and accuracy.
- 9.1.2. Process to manage unused non-refundable tickets.
- 9.1.3. Tracking unused e-tickets.
- 9.1.4. How team commercial travel varies as compared to individual commercial travel.

10. CHARTER BUS

10.1. Describe in detail:

- 10.1.1. Methodology used for gathering and determining charter bus pricing.
- 10.1.2. How charter bus partners are vetted.
- 10.1.3. How driver contact information is communicated to the University.
- 10.1.4. Experience booking buses within the ASUN Conference.
<https://asunsports.org>
- 10.1.5. Broker fees and how they are determined and assessed.
- 10.1.6. Fees not listed and how they are determined and assessed.

11. LODGING

11.1 Describe in detail:

- 11.1.1. National hotel discounts.
- 11.1.2. Existing local programs.
- 11.1.3. Fees.
- 11.1.4. How team travel lodging is determined and negotiated.
- 11.1.5. How team travel reservation name changes are handled.
- 11.1.6. How team travel reservation changes to the number of rooms are handled.
- 11.1.7. Late checkouts for team travel.
- 11.1.8. Ability to negotiate waivers with hotels to allow teams to bring in outside food and beverage.
- 11.1.9. Team specific meeting/meal/catering/audio-visual services.
- 11.1.10. Execution of hotel contracts/agreements.
- 11.1.11. How services vary for team lodging as compared to individual lodging.
- 11.1.12. Ability to upload and implement university lodging and per diem rate for team and individual lodging booking.
- 11.1.13. Offeror's ability to operate within these rates, and the process for notifying travelers when their selection exceeds these rates. <http://www.gsa.gov/portal/>
- 11.1.14. Experience booking lodging within the ASUN Conference.
- 11.1.15. Broker fees and how they are determined and assessed
- 11.1.16. Fees not listed and how it is determined and assessed.

12. VEHICLE RENTAL

12.1. Describe in detail:

- 12.1.1. National discount programs.
- 12.1.2. How services vary for team travel compared to individual travel.
- 12.1.3. Ability to limit rental options to meet University' requirements. The university has state contracts with Enterprise/National and Hertz. See links below:

<https://www.transform.ar.gov/wp-content/uploads/Enterprise-Vehicle-Rental-Rates-9.15.22.pdf>

<https://www.transform.ar.gov/wp-content/uploads/2021/11/Hertz-State-of-Arkansas-Rates.pdf>

- 12.1.4. Method to incorporate the University's rental partnerships.
- 12.1.5. Process for booking vehicles.
- 12.1.6. Broker fees and how they are determined and assessed
- 12.1.7. Fees not listed and how it is determined and assessed.

13. CATERING/TEAM MEALS

13.1. Describe in detail:

- 13.1.1. Services Offered.
- 13.1.2. Catering options.
- 13.1.3. Methodology for vetting and ensuring quality control.
- 13.1.4. Process for booking catering.
- 13.1.5. Broker fees and how they are determined and assessed
- 13.1.6. Fees not listed and how it is determined and assessed.

14. REPORTING

14.1. Describe in detail:

- 14.1.1. Reporting system.
- 14.1.2. Reconciliation reports.
- 14.1.3. Unused ticket reports.
- 14.1.4. Hotel usage reports.
- 14.1.5. Vehicle rental reports.
- 14.1.6. Air carrier reports.
- 14.1.7. Summary reports.
- 14.1.8. Volume and transaction reports.
- 14.1.9. Traveler reports.
- 14.1.10. Customized reports.
- 14.1.11. Reporting options, not listed.

15. RECONCILIATION

15.1. Describe in detail:

- 15.1.1. Option to use University's Corporate Visa card (TCard) for booking travel.
- 15.1.2. Ability to send receipts to University personnel.
- 15.1.3. Process for tracking and redeeming travel rewards.
- 15.1.4. University's ability to pool and accrue travel rewards for a department account to offset travel accrued.

16. IMPLEMENTATION/TIMELINE

16.1. Describe in detail:

- 16.1.1. Implementation process.
- 16.1.2. Adoption rates.
- 16.1.3. Options for customize travel website portal for the University.
- 16.1.4. Timeline for implementation.

17. ADDITIONAL AGREEMENTS

Indicate if additional Contract agreements are required. If applicable, provide sample additional agreements with Offer.

18. QUALITY ASSURANCE PLAN

Provide a quality assurance plan that details the methods by which the Offeror guarantees performance.

19. SUSTAINABILITY

Include information regarding Offeror's overall sustainable efforts.

20. ADDITIONAL SERVICES

Offeror may provide additional services that are not addressed herein. The University shall determine which additional service options are most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on University needs.

SECTION F: TERMS AND CONDITIONS

1. **GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.
2. **ACCEPTANCE AND REJECTION:** The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.
3. **BID SUBMISSION:** Bids must be submitted to the Purchasing Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.
4. **SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
5. **NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.
6. **PRICES:** Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.
7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive,

and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

9. **GUARANTY:** All items 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 invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.

10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.

11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.

13. **TAXES AND TRADE DISCOUNTS:** List all taxes as a separate line item on the bid for commodities. However, for construction projects all taxes must be included in the total bid price. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

14. **AWARD:** Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the

requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. NOTE: Firm Contract: A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. Term Contracts: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.

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

16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

17. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without prior written approval of the UCA Purchasing Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Purchasing Department. Packing memoranda shall be enclosed with each shipment.

18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UCA Purchasing Department to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor.

Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

19. **VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

20. **UNIVERSITY/STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

22. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

23. **ASSIGNMENT:** Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

24. **LACK OF FUNDS:** The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

25. **DISCRIMINATION:** In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employ practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/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 bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The

bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

26. **ETHICS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas 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. Any violation of this ethics statement can result in the cancellation of any contract with the University.

27. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. **ANTITRUST:** As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

29. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of

Arkansas technology policy standards relating to accessibility by persons with visual impairments. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be

provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013. As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not

prohibit the purchase or use of an information technology product that does not meet these standards.

30. **CANCELLATION FOR CAUSE:** Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. **CANCELLATION FOR CONVENIENCE:** The University may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

32. **ALTERATION OF ORIGINAL IFB/RFP DOCUMENT:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Purchasing Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

33. **SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

34. **EMPLOYMENT OF ILLEGAL IMMIGRANTS-CERTIFICATION BY BIDDER:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or

contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at www.arkansas.gov/dfa/procurement. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

35. **WORK FOR HIRE:** All goods, products, software or other items (collectively the “deliverables”) under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA’s business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

36. **Offeror Insurance Requirements:** Offeror may be requested to provide the University with a Certificate of Insurance prior to the commencement of services/contract. Offeror and subcontractors, without limiting any liabilities or any other obligations, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arkansas in no way warrants that the minimum limits contained herein are sufficient to protect the Offeror from liabilities that might arise out of the performance of the work under this Contract by the Offeror, its agents, representatives, employees or subcontractors, and Offeror is free to purchase additional insurance.

The University reserves the right to request and receive certified copies of any or all of the following listed policies and/or endorsements within ten (10) calendar days of Contract signature. Neither Offeror’s failure to provide, nor University’s failure to obtain proof of compliance shall act as a waiver of any term of this Contract.

The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arkansas, or hold approved non-admitted status on the Arkansas Department of Insurance List of Qualified Unauthorized Insurers and rated at least an A-, VII (7) in the current A.M. BEST RATINGS. The State of Arkansas in no way warrants that the above required minimum insurer rating is sufficient to protect the Offeror from potential insurer insolvency Coverage

provided by the Offeror shall not be limited to the liability assumed under the indemnification provisions of this Contract. The Certificate shall include the following minimum insurance coverages:

Should Offeror choose to subcontract all or part of the operations or services provided under this Request For Proposal, Offeror shall cause its subcontractors to carry the same insurance requirements listed below. Such subcontractors' certificates of insurance shall be submitted to University for review and approval prior to providing services under this Request for Proposal.

Commercial General Liability of \$1,000,000 minimum combined single limit (CSL) each occurrence and \$2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury, advertising injury and broad form contractual liability coverage.

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Damage to Rented Premises | \$ 50,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |

Commercial Automobile Liability of \$5,000,000 minimum combined single limit (CSL) each occurrence, to include either "ANY AUTO" or "SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS".

Workers' Compensation coverage for all employees which meets Arkansas statutory benefits; including Employers Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 each employee/disease, \$1,000,000 policy limit/disease. Additional insured is not required.

The following **Airline Liability Insurance** requirements shall be required if Offeror is providing charter air services.

Airline Liability Insurance of \$5,000,000 minimum combined single limit each occurrence and 5,000,000 general aggregate for bodily injury and property damage, to including the following:

| | |
|-------------------|-------------|
| General Aggregate | \$5,000,000 |
| Per Seat Limit | \$1,000,000 |
| Each Occurrence | \$5,000,000 |

With the following requirements:

- Passenger Legal Liability
- Cargo Legal Liability coverage
- Identity aircraft used

Certificate Holder: The State of Arkansas, the University of Central Arkansas Board of Trustees shall be named as the certificate holder.

Additional Insured: The certificate shall name The State of Arkansas, The University of Central Arkansas Board of Trustees, its departments, students and employees as additional insured on General, Airline and Automobile Liability, with respect to liability arising out of the activities performed by or on behalf of the Offeror. Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this Contract.

RIDER

Any contract or agreement to which the University of Central Arkansas (“UCA”) is a party shall be deemed to have the following provisions incorporated by reference:

(1) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”*

(2) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:*

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.

UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) *“The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”*

SECTION G: EVALUATION CRITERIA

The selection of a company to provide instructional support services will be based on the company's qualifications as presented in its proposal, overall price and cost to the University, the experience and success of the company in providing services and support to similar public sector clients and the company's ability to provide the services outlined in the Request for Proposal.

The proposal will be evaluated and awarded points based on the comparative formula of relative weighting as detailed below:

| Criteria | Weight |
|--|--------|
| Qualifications and Project Resources (E.1-E.3) Ability to meet the desired specification as requested in the RFP (qualifications and experience, methodology including technical approach and understanding of the project). | 25% |
| Client References References from third parties and follow up for the respondent's past performance. | 10% |
| Detail Technical Offer Clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Section E.4-E.24) | 25% |
| Cost Proposal The awarding of points will be determined by the following formula: $a/b \times c = d$ (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to ensure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price. | 30% |
| Presentation (response to questions, overall project approach and presentation, remaining in allotted time frame) | 10% |
| Total | 100% |

The following approach will be used in evaluating the proposals:

- Review the technical proposals
- Contact selected references
- Select finalist(s)
- Schedule presentations of finalist if needed
- Cost Proposal
- Select the vendor

SECTION H PRICING PROPOSAL

Provide pricing and include fee structure for each of the following. Indicate if there is a pricing difference between online booking fees and agent booking fees.

1. Transaction Fees.

| | |
|---|---------------|
| 1.1. Charter air broker fee. | \$ _____ each |
| 1.2. Commercial air booking fee/ticket: | \$ _____ each |
| 1.3. Commercial air change fee: | \$ _____ each |
| 1.4. Lodging broker fee: | \$ _____ each |
| 1.5. Charter bus broker fees: | \$ _____ each |
| 1.6. Rental car broker fee: | \$ _____ each |
| 1.7. Rental car change fee: | \$ _____ each |
| 1.8. Catering: | \$ _____ each |

2. Other Fees (if applicable).

| | |
|--|----------------|
| 2.1. Online booking fee: | \$ _____ each |
| 2.2. Booking engine fees: | \$ _____ each |
| 2.3. Portal access fee: | \$ _____ each |
| 2.4. Implementation fees: | \$ _____ total |
| 2.5. Refunding fee: | \$ _____ each |
| 2.6. Change fee, if different from above: | \$ _____ each |
| 2.7. After Business Hours fee: | \$ _____ each |
| 2.8. Additional fees, not listed, include description: | \$ _____ each |

3. Optional:

| | |
|---|---------------|
| 3.1. International booking fee (may include airline/hotel/vehicle): | \$ _____ each |
|---|---------------|

4. Provide fees for the following travel arrangements by commercial air:

4.1. Little Rock, AR to Jacksonville, FL (LIT to JAX)

Jacksonville, FL to Little Rock, AR (JAX to LIT): \$_____per passenger

4.2. Little Rock, AR to Fort Myers, FL (LIT to RSW)

Fort Myers, FL to Little Rock, AR (RSW to LIT): \$_____per passenger

4.3. Little Rock, AR to Orlando, FL (LIT to MCO)

Orlando, FL to Little Rock, AR (MCO to LIT): \$_____per passenger

4.4. Little Rock, AR to Atlanta, GA (LIT to ATL)

Atlanta, GA to Little Rock, AR (ATL to LIT): \$_____per passenger

4.5. Little Rock, AR to Charlotte, NC (LIT to CLT)

Charlotte, NC to Little Rock, AR (CLT to LIT): \$_____per passenger

4.6. Little Rock, AR to Chicago, IL (LIT to ORD)

Chicago, IL to Little Rock, AR (ORD to LIT): \$_____per passenger

5. Optional-Pre-determined monthly fee in lieu of individual fees: \$_____per month

6. If Offered, list discount/s below if awarded all travel categories.

SECTION I: REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

| | | | |
|---------------------------------------|------------|-------|-----|
| Name of Firm | | | |
| Street Address | City | State | Zip |
| Contact Person | Telephone# | | |
| Email Address | | | |
| Value or Cost of Service | | | |
| Dates of Service | | | |
| Brief Description of Service Provided | | | |

REFERENCE 2

| | | | |
|---------------------------------------|------------|-------|-----|
| Name of Firm | | | |
| Street Address | City | State | Zip |
| Contact Person | Telephone# | | |
| Email Address | | | |
| Value or Cost of Service | | | |
| Dates of Service | | | |
| Brief Description of Service Provided | | | |

REFERENCE 3

| | | | |
|---------------------------------------|------------|-------|-----|
| Name of Firm | | | |
| Street Address | City | State | Zip |
| Contact Person | Telephone# | | |
| Email Address | | | |
| Value or Cost of Service | | | |
| Dates of Service | | | |
| Brief Description of Service Provided | | | |

SECTION J: RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

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

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

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

| |
|---|
| Name of public entity: University of Central Arkansas |
| Vendor Number: |
| Contractor/Vendor name: |
| Contractor Signature: _____ Date: _____ |

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