REQUEST FOR PROPOSAL (RFP)

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFP-27-001	Solicitation issued:	**09-14-2026**
Description:	Employee Benefit Brokerage and Consult Services		
Agency:	Northwest Arkansas Community College (NWACC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	**10-13-2026**	Bid Opening Time:	10:00 A.M., Central Time
Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Karen Walls Burns Hall Room 1128.7 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. • Bid Number • Date & Time of Bid Opening • Vendor's Name & Return Address

Proposed Timetable of Activities

09-14-2026	**Solicitation Issued**
09-22-2026	**Pre Bid Meeting (Virtual)**
09-29-2026	**Last Day for written questions**
10-06-2026	**Answers Posted**
10-13-2026	**Bid Opening**
10-20-2026	**Presentations**
	ALC Approval

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 Introduction

Northwest Arkansas Community College NWACC is seeking professional services for an employee benefits consultant for the NWACC Health Plan beginning January 1, 2027. The services desired are described in Scope of Work

1.2 Background

Northwest Arkansas Community College (NWACC) is a public institution of higher education, created by Arkansas law, to provide post-secondary education to the citizens of Arkansas.

NWACC includes 3 campuses dispersed across Northwest Arkansas with benefits-eligible employment.. Campuses include the NWACC main campus in Bentonville, Brightwater and the Washington County..

NWACC serves approximately 3,400 members in their Premier plan, 32,000 in their classic plan, and 1,500 members in their HDHP plan.

Please refer to the NWACC information and benefits information attached to this RFP plus any additional requirements set forth in this RFP.

1.3 SCOPE OF SERVICES

SCOPE OF SERVICES REQUIRED

NWACC is seeking a broker/consultant to perform the full range of services related to the cost, design, implementation, maintenance, communication, and improvement of our health and welfare benefit and insurance programs in partnership with HR and the health benefits committee. Specific responsibilities include, but are not limited to:

1. Identify the top challenges in all matters relating to NWACC health and welfare employee benefit plans and make recommendations for changes based on NWACC's financial needs, employee needs, industry trends or market conditions.
2. Model the cost impact of any recommended or mandated changes.
3. Assist in the administration of all group insurance plans, responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year.
4. Assist NWACC in complying with laws and regulations related to employee benefits.
5. Review and analysis of claims experience and other pertinent financial information.
6. Determine and recommend the most economically viable funding methods for the benefit programs.
7. Represent NWACC in all negotiations with providers on all issues including those related to fees, premiums, benefit levels, plan design and special terms and conditions.
8. Assist NWACC with the implementation and communication of new programs or changes to existing programs, which will include drafting of communications and presentations.
9. Research and inform NWACC of any new developments in the state and federal laws pertaining to employee benefit programs on an ongoing basis.
10. As requested by NWACC, prepare bid specifications and solicit proposals from insurance markets that specialize in group insurance plans as needed. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network and all other elements as appropriate.
11. Interface with insurance carriers as needed to assist NWACC in the resolution of problems associated with the benefit programs.
12. Support NWACC as needed in the event of acquisitions of other companies.

1.4 TYPE OF CONTRACT

A. Term contract will be to a single supplier.

B. The term of this contract **shall** be for potentially seven (7) years. The anticipated starting date for the contract is 01/1/2027. Upon mutual agreement by the vendor and agency, the contract may be renewed by NWACC on a year-to-year basis, for up to (6) additional one-year terms or a portion thereof.

1.5 Pre bid meeting

Bidders are invited to attend a pre-bid virtual meeting. Please email purchasing@nwacc.edu with the company name, representative email that will attend.

Date/Time: September 22nd at 9:30 am to 10:30 am.

1.6 BID OPENING LOCATION

Responses submitted by the opening time and date **shall** be opened at the following location:

NorthWest Arkansas Community College
One College Drive, Burns Hall, Room # 1128.7
Bentonville, AR 72712
10:00 AM Central Standard Time

1.7 CONTACT

Please submit all questions about this RFP to:

One College Drive, Burns Hall, Room 1128.7
Bentonville, AR 72712
Email: purchasing@nwacc.edu

1.8 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

1.9 DEFINITION OF TERMS

A. The State 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. The words "bidder" and "vendor" are used synonymously in this document.

C. The words "The State", "Agency", and "NWACC" are used synonymously in this document.

D. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

E. The term "OSP" refers to the "Office of State Procurement" with the State of Arkansas.

1.10 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.
2. The *Response Packet* should be clearly marked "Original" and **must** include the following:
    - *a.* Original signed *Response Signature Page*. (See *Response Signature Page.)*
    - b. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
    - c. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions.*)
    - d. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

e. Combined Certifications.

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B. Additional Copies of the *Response Packet*

In addition to the original *Response Packet*, the following items should be submitted:

a. One (1) usb-flash drive with a copy of the *Response Packet.*

b. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.

1.11 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.

- *Response Signature Page*. (See Appendix)
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
- *Equal Opportunity Policy.*
- *Combined forms*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation's* item number.

1.12 CLARIFICATION OF BID SOLICITATION

A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 10:00 a.m., Central Time on or before September 29, 2026 to the individual listed in section *1.4 Contact*, of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.

2. Vendors' written questions will be consolidated, and NWACC's written response is anticipated to be posted to the NWACC website by the close of business on October 6, 2026**.**

B. Vendors may contact NWACC purchasing with non-substantive questions at any time prior to the bid opening.

C. Oral statements by purchasing agents of NWACC **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by NWACC.

1.13 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this Bid Solicitation, located in appendix.

1.14 PRICING

A. Pricing will be a weighted part of the overall scores given to each submitted proposal.

1.15 PRIME CONTRACTOR RESPONSIBILITY

A. A single vendor **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.

1.16 PROPRIETARY INFORMATION

A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

1.17 CAUTION TO VENDORS

A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through

NWACC.

B. Vendor **must not** alter any language in any solicitation document provided by NWACC.

C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

D. Responses **must** be submitted only in the English language.

E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.

1.18 REQUIREMENT OF ADDENDUM

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.

B. An addendum posted within three (3) calendar days prior to the bid opening **may** extend the bid opening and may or may not include changes to the Bid Solicitation.

C. Vendor **shall** be responsible for checking the NWACC website,

1.19 NEGOTIATION AND AWARD PROCESS

A. Negotiations

1. 1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest-ranking vendor to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.

2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

B. Anticipation to Award

Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC website.

1. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.

2. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

3. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.

1.20 MINORTY & CERTIFIED WOMEN-OWNED BUSINESS POLICY

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

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

B. Women-owned business is defined by Arkansas Code Annotated § 15-4-303 (9) as a business that is at least fifty-one percent (51%) owned by one or more women who are lawful permanent residents of the state of Arkansas.

C. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

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

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. *Policies* upon request to other State agencies that must also comply with this statute.

D. Vendors 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, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract will be awarded.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19 -11-230(b) (1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.24 PUBLICITY

A. Vendor **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without NWACC's prior written approval.
B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.25 RESERVATION

NWACC **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards should* identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.

B. NWACC will outline the Performance Standards with those vendors that NWACC wishes to negotiate a contract with during contract negotiations pursuant to state law.

C. NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

2.2 REQURIED MINIMUM SPECIFICATIONS –

The final broker/consultant(s) selected will demonstrate the ability to:

1. Act as a partner with NWACC to implement, administer, negotiate, update and communicate the employee benefits programs, and assist with compliance and control costs of all programs.

2. Positively impact claims costs using creative plan design, financial analysis, innovative program expertise and clinical data analytics.

3. Provide forward-thinking approaches and recommendations to maintain employee satisfaction and impact future claims costs with a focus on identification of health risk and proactive intervention to improve the health of NWACC employees.

4. Provide an experienced team that will be focused on NWACC and assist in ensuring that our objectives are met.

5. Provide superior levels of service to the Human Resources Department through effective and proactive communication.

6. Experience working with clients of similar size; experience with creative cost containment methods; experience, reputation and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the company; technical experience; and assessment by client references.

7. Evidence of the ability to provide service in a prompt, thorough, innovative and professional manner.

2.3 ADDED VALUE

NWACC is interested in maximizing the value of expenditures as it relates to achieving additional value that would further benefit NWACC and its operation, as well as its community of citizens and their tax-based funding. As such, respondents are encouraged to consider, develop and propose added value concepts, programs, components the like that would further enhance the proposed acquisition represented in this solicitation request.

2.4 **Proposal Evaluation Criteria**

Proposals will be reviewed and evaluated for completeness and responsiveness according to NWACC's selection criteria. Proposals will be considered completed only if the Bidder responds to and meets all of the requirements of this RFP.

NWACC reserves the right to award this contract or to cancel this RFP and solicit new proposals if, in NWACC's sole judgment, the best interests of NWACC will be served.

2.5 ETHICAL STANDARDS

In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona f ide employees or bona f ide established commercial selling agencies maintained by the contractor for the purpose of securing business.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 RESPONSE PACKET

A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.

3.2 PROPOSAL EVALUATION (100 Points max)

Criteria for Scoring	**Points**
#1-Overall Proposal Content	20
#2-Service offerings	20
#3-Dedicated account management	10
#4-Communication strategy	10
#5-Performance guarantees & Reporting capabilities	10
#6- Cost	30
	Total 100 - Max

3.3 COST (30 Points)

Points shall be assigned for the cost of the services which comprise the overall proposed solution, as follows:

- Cost points will be assigned on the Total Project Cost reflected on the Summary Presentation schedule of the Cost Proposal, for comparison and evaluation purposes.
- The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
- Remaining bids will receive points in accordance with the following formula:

  (a/b)(c) = d
  a = lowest cost bid in dollars
  b = second (third, fourth, etc.) lowest cost bid
  c = maximum points for Cost category (30)
  d = number of points allocated to bid

3.4 BEST AND FINAL OFFER

NWACC reserves the right to request an official “Best and Final Offer” from Respondents if it deems such an approach in the best interest of NWACC. In general, the “Best and Final Offer” will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to NWACC. If NWACC chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the NWACC Procurement Department.

3.5 SUMMARY & EXPERIENCE

This section will include details of the respondent’s background, size, and resources as well as details of experience relevant to the proposed project. Please detail the respondent’s familiarity and proven experience with this type of contract and demonstrated ability to serve NWACC's needs for services associated with these activities.

3.6 REFERENCES

Please provide references of at least three (3) current customers that you provide services which are comparable to NWACC. Please list contact names, addresses, email addresses and telephone numbers. Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the Request for Proposals. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified. NOTE: A negative response may disqualify the proposal.

NWACC will give attention and consideration to the innovation in the responses that come back and it shall be part of our selection criteria.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Invoicing procedures **shall** be agreed upon with the winning bidder.

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

A. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.

B. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.

C. Any litigation involving the State **must** take place in Benton County, Arkansas.

D. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

E. The State **shall not** enter a contract which grants to another party any remedies other than the following:

- The right to possession.
- The right to accrued payments.
- The right to expenses of reinstallation.
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

F. The laws of the State of Arkansas **shall** govern this contract.

G. A contract **shall not** be effective prior to award being made by a State Procurement Official.

H. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and

- The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

A. The vendor **shall** at all times 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. The vendor **shall** 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 vendor.

4.4 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-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 vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.

B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability **shall 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 vendor; 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 vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall 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 vendor; 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 **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 CONFIDENTIALITY

A. The vendor, vendor's subsidiaries, and vendor's employees **shall** 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 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 the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.6 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.7 CANCELLATION

A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contact termination. The effective date of termination **shall** be 30 days f rom the date of notification, unless a longer timeframe is specified in the notification.

B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.8 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 vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or f inding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- ***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 contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION**: The State **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 the State.
3. **BID SUBMISSION**: Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response 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 disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **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. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State 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 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. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. Th e vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 the State. Each sample should be marked with the vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.
10. **AMENDMENTS**: Vendor's responses 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 vendor. 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 f rom the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval by NWACC. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

15. **STORAGE**: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

16. **DEFAULT**: All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize NWACC 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 NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

17. **VARIATION IN QUANTITY**: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency'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 all necessary State agencies. 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, **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 the agency. Vendor **shall** properly identify items being returned.

20. **PATENTS OR COPYRIGHTS**: The contractor **must** agree to indemnify and hold the State 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. **CLAIMS**: Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contactor may have arisin g from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

23. **CANCELLATION**: In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prio r to the date of cancellation.

    Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unabl e to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. **DISCRIMINATION**: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor to comply with the statute, the rules and regulations prom ulgated 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

25. **CONTINGENT FEE**: The vendor 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 bo na fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response 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 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 th e date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

27. **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 the agency.

Appendix

NWACC
One College Drive
Bentonville, AR 72712

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION			
Company:			
Address:			
City:		State:	Zip Code:
Business Designation:	☐ Individual ☐ Partnership	☐ Sole Proprietorship ☐ Corporation	☐ Public Service Corp ☐ Nonprofit
Minority Designation: *See Minority Business Policy*	☐ Not Applicable ☐ African American ☐ American Indian	☐ Hispanic American ☐ Asian American	☐ Pacific Islander American ☐ Service Disabled Veteran
	AR Minority Certification #: ____________		Service Disabled Veteran Certification #: ____________
Women Owned Business	☐ Yes	☐ Not Applicable	

VENDOR CONTACT INFORMATION *Provide contact information to be used for bid solicitation related matters.*			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
☐ YES, a redacted copy of submission documents is enclosed.
☐ NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
*Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.*

An official authorized to bind the vendor to a resultant contract <u>must</u> sign below.

The signature below signifies agreement that either of the following **<u>shall</u> cause the vendor's response to be disqualified:**

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature:_____Title:__ Printed/Typed Name:_____Date: _

Use Ink Only.

Pricing

Provide a complete description of the proposed compensation arrangement for all services included in this RFP. Complete the pricing table below and disclose all direct and indirect compensation associated with NWACC's account, including fees, commissions, overrides, bonuses, contingencies, referral payments, technology allowances, vendor-paid compensation, and any other financial incentives.

Pricing must represent NWACC's total anticipated cost and clearly identify any optional services, additional fees, or expenses not included in the proposed annual fee. Bidders are encouraged to provide both a flat-fee arrangement and a commission-based arrangement, if available. All proposed pricing shall remain firm for the initial term of the agreement unless otherwise approved in writing by NWACC.

Service/Compensation	Year 1	Year 2	Year 3	Notes
Annual Consulting/brokerage fee	$	$	$	
Medical Plan commissions	$ or %	$ or %	$ or %	
Pharmacy-related compensation	$	$	$	Include direct and indirect compensation
Dental commissions	$ or %	$ or %	$ or %	
Vision commissions	$ or %	$ or %	$ or %	
Life & Disability commissions	$ or %	$ or %	$ or %	
Voluntary benefits commissions	$ or %	$ or %	$ or %	
Technology or enrollment fees	$	$	$	
Communication or implementation fees	$	$	$	
Additional hourly/project fees	$	$	$	Identify services and rates
Estimated total annual compensation	$	$	$	Include all sources

The Bidder must disclose all direct and indirect compensation associated with NWACC's account, including fees, commissions, overrides, bonuses, contingencies, referral payments, technology allowances, vendor-paid compensation, and any other financial incentives. The Bidder must clearly identify whether each amount is included in the proposed fee, credited to NWACC, or retained by the Bidder. Any compensation not disclosed in the proposal may not be retained without NWACC's prior written approval.

Request for Information

1. *Please describe your firm's overall business philosophy as it relates to corporate sponsored healthcare plans. What distinguishes your firm and its services from competitors?*

2. *Please describe your firm's approach to strategic planning. Please provide an example of a strategic planning presentation.*

3. *Please provide background on your firm's subject matter experts and resources in the following areas (please specifically indicate whether or not these experts and resources are in-house):*

   - *Actuarial Services and Financial Analysis*
   - *Compliance Attorneys*
   - *Clinical Data Analytics*
   - *Pharmacy Analytics*
   - *Wellness Consultants*
   - *HR Consulting*
   - *Employee Communications*
   - *HR Technology Consulting*

4. *Provide an overview of the account team that would be assigned. For each member of the team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities. Please include credentials of any actuarial team member assigned to manage our financial data and renewal calculations.*

5. *Describe your approach to continuously developing your service team and employee benefits expertise at your organization.*

6. *Please provide examples of the financial reporting NWACC will receive and frequency for same.*

7. *Describe your firm's capabilities and deliverables with regards to employee communication and provide samples.*

8. *Describe the measures your firm takes to proactively assist clients from a compliance perspective. Provide specific information on your expertise with the Affordable Care Act and ongoing legislative and compliance issues.*

9. *Describe your firm's philosophy around wellbeing and chronic condition management as a component of a healthcare plan and healthcare strategy. How do you use data to drive towards decisions? Please provide a sample program evaluation/scorecard.*

10. *Describe how you use benchmarking tools to ensure that NWACC program is competitive in the marketplace. Please provide a sample benchmarking report.*

11. *Outline your firm's ability to provide expertise and experience in the areas of health benefit plan analysis and design. Explain in detail the types of*

analysis your firm has conducted relative to benefits analysis and design. For plans offered by employers similar in size to NWACC.

12. *Outline your firm's ability to provide expertise and experience in the areas of welfare benefit plans, i.e. life insurance, STD, LTD, voluntary benefit plans, etc. Explain in detail the types of analysis your firm has conducted relative to benefits analysis and design for these types of plans offered by employers similar in size and type to NWACC.*

13. *Discuss your experience and capabilities in evaluating the merits of and in working with onsite clinics or other unique cost saving initiatives for clients.*

14. *How does your firm educate your clients on industry "best practices?" Please provide a sample "best practices" exhibit.*

15. *Describe how your firm takes a leadership role within the employee benefits industry.*

16. *Please describe how your firm evaluates health plan financing alternatives, determines optimal stop loss deductibles, plan design changes, employee contribution modeling and other relevant financial elements.*

17. *Describe your firm's proposed compensation for the work outlined in this RFP.*

18. *What is your company's philosophy on accepting contingency/override compensation from insurers relative to the placement of our programs? Please comment on both direct and indirect (i.e. trips/gifts) compensation and the newly proposed supplemental compensation programs.*

19. *Please provide a detailed transition calendar should your firm be retained by NWACC.*

20. *Please provide THREE active client references, to include name of client, contact information and size (employee count).*

Firm Structure, Philosophy & Differentiation

1. Describe your organization, its history and size (revenue and number of employees, and years in business) as well as location(s), and your organizations' business model.

2. Is your firm privately or publicly held? How does this structure impact your client service philosophy and investments in client relationships?

3. Describe your organization's experience working with governmental entities.
4. Identify up to three specific instances where your business model has shown a benefit to your governmental entity clients.

Dedicated Service Team & Public Entity Expertise

1. Provide an overview of the account team that would be assigned. For each member of the team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities.
2. What percentage of your book of business is with public entities? What is your experience with school districts, cities, or other public institutions?
3. Describe your organization's experience working with employee benefit teams and what role your organization provides on the team. Provide a sample agenda for an employee benefit team your organization has been an active part of.

Specialty Practices & Integrated Resources

1. Describe the structure and accessibility of your specialty practice areas, including actuarial, compliance, clinical/medical, pharmacy, population health, and technology.
2. How does your organization ensure the account team has ready access to specialty practice leaders and technical resources?

Strategic Planning & Long-Term Advisory Approach

1. Describe your approach to strategic planning - including tools, processes, and timeline for new clients and ongoing clients.
2. Provide an example of your multiyear group planning strategy and how your firm helps develop and execute long-term benefits strategies with public entities.

Data, Analytics & Technology

1. Explain your organization's use of technology to deliver services (in general terms).
2. What technology resources or knowledge does your company offer clients to streamline or improve their administration? Is there an additional cost?

Marketing, Vendor Strategy & Negotiation

1. Describe the overall process (including timing) you use for carrier and administrative service providers in regard to renewals and negotiations.
2. Describe your organization's role in the competitive marketing and placement of medical and ancillary plans, including your market leverage and negotiation strategy.

Service Model, Responsiveness & Governance

1. Describe your organization's service level objectives for day-to-day questions, problems and concerns for your clients, and how you measure service quality within your organization. State the expected turnaround time on questions and issues.
2. How do you measure client satisfaction and incorporate feedback into your service approach?

Questionnaire

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, 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.

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

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

Should you have any questions regarding this requirement, please contact kwalls2@nwacc.edu

Sincerely,

Karen Walls
Karen Walls
Director of Purchasing and Contracts
Northwest Arkansas Community College

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

_____ **EO Policy Attached**

_____ **EO Policy previously submitted to NWACC Purchasing Department**

_____ **EO Policy is not available from business or person**

Company Name
Or Individual:____

Title: ____________________________________**Date:** __________________________

Signature: ____

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

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

1. **Israel Boycott Restriction:** For contracts valued at $1,000 or greater.
   A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. *See* Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at $25,000 or greater.
   No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. *See* Arkansas Code Annotated § 19-60-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at $75,000 or greater.
   A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. *See* Arkansas Code Annotated § 25-1-1102.

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

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, the Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

Contract Number: ____________________ Description: ____

Department Name: ____

Vendor Number: __________________ Vendor Name: ____

____ __________________________

Vendor Signature Date

EXECUTIVE ORDER E0-98-04

EXECUTIVE ORDER DISCLOSURE FORM

NAME:____

ADDRESS: ____

Street City State/Zip County

CONTRACT NO:______________________________ FEDERAL NO: ____________________

CONTRACT EFFECTIVE DATE: ____

B. DISCLOSURE REQUIREMENTS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Term(s) of service
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)	
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is;

	Current	Former	Term(s) of service	Relative's name and relationship
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)		
3. A state employee	Yes/No (circle one)	Yes/No (circle one)		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)		

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Relative's name & Term(s) of Service	Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% of greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.

____ ____________________________________

Signature Date

____

Title

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

NAME: ____

ADDRESS: ____
Street City State/Zip County

PHONE:____ FAX: ________________________________

CONTRACT:____

CONTRACT EFFECTIVE DATE:____

DISCLOSURE OF SUBCONTRACTORS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter 'Third Party"), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

	Current	Former	Term(s) of Service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

____

Signature of Third Party

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

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

1. **Israel Boycott Restriction:** For contracts valued at $1,000 or greater.
   A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. *See* Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at $25,000 or greater.
   No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. *See* Arkansas Code Annotated § 19-60-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at $75,000 or greater.
   A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. *See* Arkansas Code Annotated § 25-1-1102.

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

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, the Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

Contract Number: ____________________ Description: ____

Department Name: ____

Vendor Number: __________________ Vendor Name: ____

____ ___________________________
Vendor Signature Date

EXECUTIVE ORDER E0-98-04

EXECUTIVE ORDER DISCLOSURE FORM

NAME:____

ADDRESS: ____

Street City State/Zip County

CONTRACT NO:____________________________ FEDERAL NO: __________________

CONTRACT EFFECTIVE DATE: ____

B. DISCLOSURE REQUIREMENTS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Term(s) of service
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)	
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is;

	Current	Former	Term(s) of service	Relative’s name and relationship
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)		
3. A state employee	Yes/No (circle one)	Yes/No (circle one)		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)		

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Relative's name & Term(s) of Service	Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% of greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.

____ _______________________________________

Signature Date

____

Title

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

NAME: ____

ADDRESS: ____
Street City State/Zip County

PHONE:____ FAX: _________________________________

CONTRACT:____

CONTRACT EFFECTIVE DATE:____

DISCLOSURE OF SUBCONTRACTORS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter 'Third Party"), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

	Current	Former	Term(s) of Service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

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Signature of Third Party

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT