



ARKANSAS STATE UNIVERSITY

REQUEST FOR PROPOSAL

Roofing Contractors RFP #24-34

Notice is hereby given that proposals will be accepted by Arkansas State University until 11:00a.m., Central Time, on **May 30, 2024** for **Roofing Contractors**

Submit proposals to:
Arkansas State University
Procurement Services
PO Box 1860
State University, AR 72467-1860

Or

Arkansas State University
Procurement Services
2713-A Pawnee Street
State University, AR 72467

Projected Timetable

The following should be used as a working guide for planning purposes. Arkansas State University reserves the right to adjust this timetable as required during the course of the process.

ACTIVITY	DATE
RFP Issued:	April 25, 2024
Deadline for Questions on Proposal	April 30, 2024
Responses to Questions posted on website	May 3, 2024
RFP Walk Through at A-State	TBA
Public opening of proposals	May 30, 2024 11:00 a.m. CST
Completion of proposal review and contract selection	May 2024
Intent to award letters emailed	May 2024
Arkansas Legislative Review	June 2024
Contractor Commences Performance	July 1, 2024

Arkansas State University reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.

General Terms and Conditions for RFPs can be found [here](#). Please review these terms before signing the proposal page.

ADMINISTRATIVE OVERVIEW

Background

Arkansas State University enjoys a reputation as a national doctoral granting institution of higher education as recognized by the Carnegie Foundation as a Research 2 institution. It is the only comprehensive public university located in this region. Dedicated to teaching, research and service, the university provides students with the broad educational foundations that help develop critical thinking and analytical skills, decision-making capabilities, and communication skills.

This institution was founded in 1909 by the Arkansas Legislature as a regional agricultural training school. It began offering a two-year college program in 1918, then was renamed "First District Agricultural and Mechanical College" in 1925. A four-year degree program was begun in 1930; A & M College became "Arkansas State College" in 1933. The Arkansas Legislature elevated the college to university status and changed the name to Arkansas State University in 1967.

Master's degree graduate programs were initiated in 1955, and A-State began offering its first doctoral degree, in educational leadership, in the fall of 1992. Programs at the specialist, master's, bachelor's and associate degree levels are available through the various colleges: Agriculture, Neil Griffin Business, Communications and Liberal Arts, Education and Behavioral Science, Engineering and Computer Science, Nursing and Health Professions, Sciences and Mathematics, and University College.

Arkansas State University commitment to excellence in higher education is demonstrated by its accreditation by The Higher Learning Commission of the North Central Association of Colleges and Schools, as well as 18 specialized accrediting organizations.

Arkansas State is a member of the Arkansas State University System.

The Mission of Arkansas State University

Arkansas State University *educates* leaders, *enhances* intellectual growth, and *enriches* lives.



1.00 Introduction

Arkansas State University (the “University Arkansas State University seeks turn key roof repair/maintenance for buildings on the Jonesboro campus and surrounding buildings managed by the Jonesboro campus facilities management department.

In order to simplify the University’s task of evaluating all of the proposals we have developed a format in which all proposals must be prepared. Failure to adhere to this format or to omit any of the information that is required will result in your firm’s proposal being disqualified.

The contract will be awarded to the vendor, firm, contractor, offeror or proposer (“vendor”) who best satisfies all of the University’s needs at optimum cost and service performance. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item in the Proposal Packet. The University shall issue a firm, fixed-price contract for the services resulting from this RFP.

Arkansas State University is one of multiple components of the Arkansas State University System. If another Arkansas State University campus desires to utilize the services of the selected provider, and the provider agrees, they may enter into an agreement as provided in this RFP. The data, specifications, and administrative requirements outlined herein are intended to serve as a general guideline for each proposal. Each firm is expected to submit a fully detailed proposal which adequately describes the advantages and benefits which the University would realize by accepting its proposal.

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 if the proposer agrees, they may enter into an agreement as provided in this RFP.

2.00 Issuing Officer and Contract Administrator

Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO - Director of Procurement Services
Phone: (870) 972-2028
Email: lglasco@astate.edu

Project Officer: Rusty Stroud
Phone: 870-972-3033
Email: rstroud@astate.edu

3.00 Anticipated Procurement Timetable

ACTIVITY	DATE
RFP Issued:	April 25, 2024
Deadline for Questions on Proposal	April 30, 2024
Responses to Questions posted on website	May 3, 2024
RFP Walk Through at A-State	TBA
Public opening of proposals	May30, 2024 11:00 a.m. CST
Completion of proposal review and contract selection	May 2024
Intent to award letters emailed	May 2024

Arkansas Legislative Review	June 2024
Contractor Commences Performance	July 1, 2024

4.00 Submission of Proposals

No later than 11:00 a.m., provide one signed original (marked “original”) in the response. The bidder must also provide the bid response in electronic form on a flash-drive (preferred). **Under no circumstance will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. RFPs MUST arrive and be time stamped by-our office, located at 2713-A Pawnee, prior to the time and date specified on the Request for Proposal sheet.**

Arkansas State University
Procurement Services
PO Box 1860
State University, AR 72467-1860
Or

Arkansas State University
2713-A Pawnee Street
Jonesboro, AR 72401

5.00 Proposal Format

Each proposer must utilize the *Proposal Packet* to submit their proposal. The following items are Proposal Submission Requirements and must be submitted as a hardcopy and electronic copy in the original *Proposal Packet*.

A. Original signed *Proposal Signature Page*. (See *Proposal Packet*.)

1. One (1) original hardcopy and (1) electronic copy of the proposal response which includes:
 - a. Proposal response to the *Information for Evaluation* section included in the *Proposal Packet*. Proposal response **must** be in the English language.
 - b. *Official Solicitation Price Sheet*.

6.00 Award and Term

The University reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Awards will be made to the proposer whose proposal conforms to the RFP and in the sole judgement of the University, will be the most advantageous to the University. The proposal may be awarded to one or multiple vendors depending on the committee recommendation.

As a result of this RFP, the Department intends to award a contract to multiple contractors.

The required services are to commence **July 1, 2024**, and unless terminated sooner, shall continue in force for an initial period of five (5) years with the option to extend for two one-year extensions, in accordance with the original terms of the contract upon mutual agreement in writing.

7.00 Rejection of Proposals

In order to simplify the University's task of evaluating all of the proposals we have developed a format in which all proposals must be prepared. Failure to adhere to this format or omitting any of the information that is required may result in your firm's proposal being disqualified.

8.00 Public Opening of Proposals

A public opening of all Technical/Business proposals will be held **May 30, 2024 at 11:00 A.M. CST** at

Arkansas State University
Procurement Services
2713-A Pawnee Street
State University, AR 72467

NOTE: When circumstances warrant and at the sole discretion of the University, the University may elect to conduct the proposal opening entirely via video conference. If the University makes this election, the University shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

9.00 Contract Governance and Indemnification

The contract will incorporate the contents of the RFP as well as any negotiated terms and conditions. Vendors should note the following regarding the University's contracting authority and amend their documents accordingly. Failure to conform to these standards will result in rejection of the proposal.

This contract shall be governed by and constructed in accordance with the laws of the state of Arkansas. Arkansas State University is an agency of the state of Arkansas and the state and its agencies are protected from suit by sovereign immunity. Nothing in this contract is intended to nor shall it waive this sovereign immunity. Any provision of this contract in conflict with the laws of the state of Arkansas is null and void.

The Bidder shall indemnify and hold harmless the University, its officers, and its employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the contract or the provision of services thereunder.

The University will cooperate with the Bidder in the defense of any action or claim brought against Bidder seeking damages or relief for any loss, expense, damage, liability, claim, or demand either at law or in equity for actual or alleged injuries to persons or property arising from any negligent actor omission by the University or its employees or agents in performance of this contract. The University also will cooperate in good faith with the Bidder should the Bidder present any claims of the aforementioned nature against the University to the Arkansas State Claims Commission and will make reasonable effort to expedite any hearing or other action before the Commission. However, the University reserves the right to assert in good faith any and all claims and defenses available to it in any such proceedings before the Commission or other appropriate forum.

Additionally:

1. The State of Arkansas may not contract with another party to:
 1. Indemnify and defend that party for any liability and damages. However, the University may agree to hold other party harmless from any loss or claim resulting directly from and attributable to the University's use or possession of equipment or software and reimburse the party for the loss caused solely by the University's use or possession.
 2. Upon default, to pay all sums to become due under the contract.
 3. Pay damages, legal expenses or other costs and expenses of any party.
2. A party wishing to contract with Arkansas State University must:
 1. Remove any language from its contract that grants remedies other than:
 - The right to possession.
 - The right to accrued payment.
 2. Include in its contract language specifying that the laws of the State of Arkansas govern the contract.
 3. Acknowledge in writing that contracts with the University become effective when awarded.

10.00 Cost for Proposal Preparation

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

11.00 Further Information

Proposers are cautioned that the University is not obligated to ask for or accept after the opening date, clarifications which are essential for a complete and thorough evaluation of the proposal. However, should the University request additional information, either written or oral, the bidder must provide. Refusal to honor such requests may result in rejection of the proposal. The University may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted in the most favorable and complete terms possible.

If the University so chooses, it shall also have the right to enter into discussions or negotiations with the qualifying vendor(s) to further define contractual details. All such discussions shall be conducted at the sole discretion of the University, and may be conducted at any lawful time of the University's choosing. The University shall solely determine the items to be discussed or negotiated.

If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the University decides not to move forward with an award.

The University may elect to request best and final offers. Any best and final offer request made by the University will be conducted with the responsible vendors that fall within the competitive range. The competitive range shall be defined as the five highest ranked vendors pursuant to Section 17.00.

12.00 Proprietary Information

Proposals and documents pertaining to this RFP become the property of the University and shall be open to public inspection following the proposal opening, excluding proprietary information as exempted by law. Proprietary information submitted in response to this RFP must be separately packaged, sealed, and clearly labeled "PROPRIETARY". Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the proposer prior to submission.

"Proprietary information or information which, if disclosed, would give advantage to competitors or bidders ("Proprietary Information") submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. **The bidder should submit one complete electronic copy of the proposal from which any Proprietary Information has been removed.**

The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection. If the State of Arkansas deems redacted information to be subject to the FOIA, the bidder will be contacted prior to sending out the information."

All proposals must be executed by an authorized officer of the bidder and must be held firm for acceptance for a minimum period of 150 days after the opening date.

13.00 Examination of Records

The Bidder agrees that the University or its duly authorized representatives shall at any time during the term of this contract have access to, and the right to audit and examine any pertinent records of the Bidder related to this contract. The Bidder shall retain such records for a period of no less than five (5) years from the date the records are made, unless the University authorizes earlier disposition. The Bidder agrees to refund to the University any underpayments or overcharges disclosed by auditor to take other acceptable corrective action.

14.00 Permits and Licenses The Bidder will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

15.00 Performance Standards

- A. State law requires that certain contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards the Bidder must meet in order to avoid assessment of damages.
- B. The University and Bidder will negotiate Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The University shall have the right to modify, add, or delete Performance Standards

throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Bidders as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards shall become a binding part of the contract.
- E. Performance Standards shall continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages, as defined and agreed upon in the Performance Standards.
- G. In the event a Performance Standard is not met, the Bidder will have the opportunity to defend or respond to the insufficiency. The University may waive damages if it determines there were extenuating factors beyond the control of the Bidder that hindered the performance of services or if it is in the best interest of the State to do so. In these instances, the University shall have final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, Bidder shall follow the direction of the agency regarding the required compensation process.

16.00 Scope of Services

Arkansas State University seeks turn key roof repair/maintenance for buildings on the Jonesboro campus and surrounding buildings managed by the Jonesboro campus facilities management department.

Due to State of Arkansas construction project bidding requirements, the award of a turn key roof repair/maintenance contract does not guarantee the award of a roof replacement contract.

Turn key roof repair is considered as, but is not necessarily limited to, the following:

1. Replacing missing shingles.
 - a. Contractor and maintenance personnel will coordinate/schedule this work to provide sufficient notice to occupants if necessary.
 - b. Contractor will provide shingles and match existing as possible.
2. Patching of flat roofs.
 - a. Contractor and maintenance personnel will coordinate/schedule this work to provide sufficient notice to occupants if necessary.
 - b. Contractor will coordinate with maintenance personnel before making repairs that require labor exceeding two hours of work and/or \$500 of materials.
3. The contractor will provide the University an itemized cost and materials specification/cost proposal for all non-routine repairs such as:
 - a. Flashing replacement and repairs
 - b. Roof drain maintenance exceeding two hours of work or \$500 in materials
 - c. Roof jack, roof vent, or other roof penetration repairs exceeding two hours or \$100 in materials

The selected roofing contractor will provide response within two hours for active leaks, or 24 hours for roof repairs not resulting in a leak, at the standard hourly rate, when called between 7:00am and 3:00pm Monday through Friday excluding government holidays recognized by the State of Arkansas. The roofing contractor will provide emergency response within two hours at the afterhours rate for

calls **outside** the standard window of 7:00am to 3:00pm Monday through Friday. Emergency response on holidays recognized by the State of Arkansas will be charged at the afterhours rate.

Due to State of Arkansas construction project bidding requirements, the award of a turn key roof repair/maintenance contract does not guarantee the award of a roof replacement contract.

17.00 Required Information

Please provide a general overview of your organization, including the following: the nature of your ownership (i.e. privately or publicly held), the number of employees, and the year the organization was founded.

- Describe the full scope of services and support offered by your organization.
- Explain your organization's experience working with institutions of higher education.
- Each vendor must submit the names, addresses, and telephone numbers of three (3) references.

18.00 Minimum Qualifications

The University requests proposals from qualified vendors encompassing the following:

1. Arkansas Business Licensure
2. Provide proof of general liability insurance that includes automobile and workman's comp insurance.
3. Each vendor must submit the names, addresses, and telephone numbers of three (3) references

SELECTION

19.00 Selection Process

A. The following is a high-level overview of the overall selection process.

- Procurement Services will review each *Proposal Packet* to verify Proposal Submission Requirements have been met. *Proposal Packets* that do not meet Proposal Submission Requirements will be rejected and will not be evaluated.
- An Evaluation Committee (hereinafter referred to as "Evaluators") will evaluate and score qualifying proposals. Evaluation will be based upon Vendor's response to the *Information for Evaluation* section included in the *Proposal Packet*.
 - a. Evaluators will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.
- After initial individual evaluations are complete, Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
- After Evaluators have had an opportunity to discuss their individual scores with the committee, the individual Evaluators will be given the opportunity to change

their initial individual scores if they feel that is appropriate.

- The final individual scores of the Evaluators will be recorded on the Consensus Score Sheet and averaged to determine the group or consensus score for each proposal.
- Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- The University will conduct cost checks based on the cost submitted by each Bidder on the *Official Solicitation Price Sheet*.

INSURANCE:

The apparent low bidder must furnish Certificates of Insurance for General Public Liability, Automobile Liability and Workers Compensation before a contract can be awarded.

A-State reserves the right to terminate this agreement with two (2) weeks written notice to the successful bidder. Reasons for early termination may include:

- 1) Failure to respond to call for service within time specified in bid
- 2) Objectionable behavior by crew members
- 3) A-State’s decision not to exercise renewal option

Performance Based Standards:

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

Milestone Payment Contracts	
Standards	Remedies
Milestone deadlines are met	Vendor must provide an acceptable remediation plan
Work products are professional & comprehensive	Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced
	Replacement resources acceptable to Arkansas State University may be required
	Contract may be cancelled

Time & Materials Contracts	
Standards	Remedies
Services are provided in a timely and professional manner	Vendor must provide an acceptable remediation plan

Work products are professional, comprehensive and consistent with the contracted skill level	Payment may be withheld in part or in whole until acceptable work products are produced
	Replacement resources acceptable to Arkansas State University may be required
	Contract may be cancelled

- State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor shall provide.
- The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration
- Performance Standards shall not be amended unless they are agreed to in writing and signed by the parties.
- Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- Should any compensation be owed to the Department due to the assessment of damages, Contractor shall follow the direction of the Department regarding the required compensation process.

20.00 Proposal Score

The following approach will be used in evaluating the proposals:

- I. Review the proposals
- II. Individual evaluator scores proposal
- III. Group committee discusses scores
- III. Select finalist(s)
- IV. Schedule interview if needed
- V. Select the vendor

The proposals will be evaluated and awarded based on a comparative formula of relative weighting as detailed below.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM POINTS
Vendor's overall proposal content - Understanding of requirements and scope of services	20%
Vendor's experience - Narrative of current organizational structure and history - Years in business	20%
Vendor's performance of Similar Engagements	20%
Recommendations and/or references from third parties	10%

Cost of Services	30%
Total Score	100%



PROPOSAL SIGNATURE PAGE

Type or Print the following information.

RFP	24-35	Issue Date: April 25, 2024	
Commodity Description:	Roofing Contractors	Opening Date	May 30, 2024 11:00 A.M. CST
PROCUREMENT CONTACT INFORMATION			
Name:	Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO	Phone:	(870) 972-2028 – 870-972-3449
Title:	Director of Procurement Services	Email:	lglasco@astate.edu
MAILING ADDRESS:			
Non-USPS Delivery Address		USPS Delivery Address	
Arkansas State University Procurement Services c/o Central Receiving 2713 Pawnee State University, AR 72467		Arkansas State University Procurement Services PO Box 1860 State University, AR 72467	

Instructions:

- RFP should be submitted by the time and date specified above.
- The Prospective Contractor should provide the information below.
- *RFPs must be returned in a sealed envelope. RFPs are not accepted via fax or email.*
- Terms and Conditions governing this request for bid can be found at [here](#). Please review before signing.

PROSPECTIVE CONTRACTOR INFORMATION			
Company Name:	_____		
Name (type or print):	_____	Title:	_____
Address:	_____		
City:	_____	State:	_____ ZIP Code: _____
Telephone Number:	_____	Fax Number:	_____
E-Mail Address:	_____		
Signature:	_____		
<i>Use ink only.</i>			

Arkansas State University is an Equal Opportunity Employer

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT: In accordance with Arkansas Code §19-11-249, this bid 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 bid.

Printed/Typed Name: _____ Date: _____

SUBMISSION REQUIREMENTS CHECKLIST

Per the solicitation, the following items **must** be submitted with the Prospective Contractor's proposal:

- Proposal Signature Page*
- Information for Evaluation*
 - Experience and performance*
 - Vendor's performance of Similar Engagements*
 - Recommendations and/or references from third parties*
- Official Solicitation Price Sheet*
- EO 98-04: Contract and Grant Disclosure Form*
- Minority Business Policy, Illegal Immigrant Confirmation, Israel Boycott Restriction*
- Copy of Prospective Contractor's Equal Opportunity Policy*
- Signed addenda, if applicable*

INFORMATION FOR EVALUATION – EXPERIENCE AND PERFORMANCE

**INFORMATION FOR EVALUATION – PERFORMANCE OF SIMILAR
ENGAGEMENTS**

**INFORMATION FOR EVALUATION – RECOMMENDATIONS AND/OR
REFERENCES**

*Attach a page for each

RFP #24-34

**Roofing Contractors
Official Price Sheet**

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____ Email: _____

Signature of Authorized Official: _____

NOTE:

1. Arkansas State University will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.
3. All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

PRICING: SHINGLE ROOF REPAIR PRICING:

Description	Price
Standard hourly labor rate per hour	\$ _____
Afterhours emergency labor rate per hour	\$ _____
Mileage rate for travel to locations outside Jonesboro city limits per mile	\$ _____
Material Markup Percentage	% _____

PRICING: FLAT ROOF REPAIR PRICING:

Description	Price
Standard hourly labor rate per hour	\$ _____
Afterhours emergency labor rate per hour	\$ _____
Mileage rate for travel to locations outside Jonesboro city limits per mile	\$ _____
Material Markup Percentage	% _____

****If other costs are required, please attach a list of charges/pricing.**

ESCALATION CLAUSE:

Bidder agrees that the fees will increase only at renewal time (July 1), and increase will not exceed from prior year:

2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year
%	%	%	%	%	%

- The contractor will provide all equipment and follow all applicable codes and OSHA safety requirements.
- Contractors capable of performing repairs on both flat and shingle roofs will be preferred, but only working on shingle roofs will not eliminate a contractor.
- Contractors must have all applicable certifications and/or licensure for installing the roofing materials they propose to repair.
- Contractors must have all applicable insurance AND be approved an A State vendor before the bids are received.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

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

FOR INDIVIDUALS *

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

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

None of the above applies

FOR AN ENTITY (BUSINESS) *

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

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____



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. **Minority Business Policy:** It is the policy of the State of Arkansas and this University that Minority Business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the University encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the circumstances preventing minority exclusion. **MINORITY PURCHASING REPORTING:** The Minority Business Economic Development Act defines a "Minority" as a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; or (E) Pacific Islander American; (F) A service-disabled veteran as designated by the United States Department of Veterans For Veterans Affairs; (G) "Women-owned business enterprise" means a business that is at least fifty-one percent (51%) permanent residents of this state. For purchasing records and informational purposes only, pursuant to 15-4-312 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.

- 2. **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.

- 3. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater. No state agency may contract for services with a Contractor who employs or contracts with an illegal immigrant. The Contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105. Click this link to certify: <https://www.ark.org/tss/immigrant/index.php/user/search>

- 4. **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.

- 5. **Scrutinized Company Restriction:** Required with bid or proposal submission. A state agency shall not contract with a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and 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 contractor. See Arkansas Code Annotated § 25-1-1203. By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

Check boxes below:

Minority Business Yes No If yes, describe minority status _____

Check all boxes certifying your company does not participate in these restrictions:

- Boycott Israel.**
- Knowingly employ or contract with illegal immigrants.**
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.**
- Knowingly employ a Scrutinized Company as a contractor.**

Vendor Name: _____

Vendor Signature

Date

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. <i>See Specific Instructions on page 3.</i>	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Arkansas State University Vendor Information Request Form

Arkansas State University would like to request information to establish your business as a vendor. The information requested is necessary not only to maintain an accurate vendor file, but also to comply with the Internal Revenue Service Regulations. Federal law stipulates that each payee furnish an accurate Federal Tax Identification Number to the payer.

Please complete the appropriate fields below:

Business/Individual Name: _____

Contact Name: First: _____ **Middle:** _____ **Last:** _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____ **Web site:** _____

Business Owner(s) Name: _____

Select the appropriate ownership of business type(s):

- African American
- American Indian
- Asian American
- Caucasian
- Disabled Veteran
- Hispanic American
- Pacific Islander
- Veteran
- Woman

Select the appropriate category for tax purposes:

- US Citizen
- Legal Permanent Resident (Green Card)
- Nonresident Alien
- US Entity
- Foreign Entity

Does your company qualify as a minority business enterprise according to the State of Arkansas definition?
"Minority business enterprise" means a business that is at least 51% owned by one or more minority persons.

Yes No

Order Address:

Address: _____ County: _____
City: _____ State: _____ Zip Code: _____
Nation: _____

Payment Address:

Address: _____ County: _____
City: _____ State: _____ Zip Code: _____
Nation: _____

Important: In order to expedite any current or future order, please email required forms to procurement@astate.edu.
W-9 (US Citizen, LPR)
W-8BEN (Foreign Individuals)
W-8BENE (Foreign Entities)

Procurement Services
PO Box 1860
State University, AR 72467
(870) 972-2028
procurement@astate.edu

CONTRACTOR'S INSURANCE REQUIREMENTS

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

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

The policy shall be written by Casualty Company authorized to do business in the State of Arkansas. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to Arkansas State University Procurement Services Department prior to the Contract Award. The certificate shall stipulate 15 days written notice be given prior to policy coverage cancellation.

A certificate of insurance is required on **all** orders. Jobs \$5,000 or less require liability insurance of no less than \$100,000, auto insurance and workers compensation (if qualified) with certificate of insurance made out to ASU as certificate holder.

Jobs over \$5,000 require liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, auto insurance and workers compensation (if qualified) with certificate of insurance made out to ASU as certificate holder.