



# ARKANSAS STATE UNIVERSITY

## REQUEST FOR PROPOSAL

### Promotional Items and Clothing RFP #26-03

Notice is hereby given that Arkansas State University will accept proposals for **Promotional Items and Clothing until 11:00 a.m., Central Time, on August 12, 2025.**

*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 needed during the process.

ACTIVITY	DATE
RFP Issued:	July 15, 2025
Deadline for Questions on Proposal	July 24, 2025
Responses to Questions posted on the website	July 31, 2025
The public opening of proposals	August 12, 2025 11:00 a.m. CST
Completion of proposal review and contract selection	August/September 2025
Intent to award letters emailed	August/September 2025
Contractor Commences Performance	August/September 2025

*Arkansas State University reserves the right to reject late proposals or any proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for thirty (30) days after the submission deadline.*

*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 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 broad educational foundations that help them 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 and was renamed "First District Agricultural and Mechanical College" in 1925. A four-year degree program was started in 1930, and 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.

Graduate master's degree 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, NeilGriffin 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's 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 and 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") is issuing this Request for Proposal ("RFP") for promotional items and clothing for the Jonesboro campus.

We have developed a format for preparing proposals to simplify the university's task of evaluating them. Failure to adhere to this format or to omit any of the required information 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 the University's needs at optimum cost and service performance. Cost will not be the sole criterion for determining the contract award. Vendors shall state the purchase price of each 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 the 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 agree as provided in this RFP. The data, specifications, and administrative requirements outlined herein are general guidelines for each proposal. Each firm is expected to submit a fully detailed proposal that adequately describes the advantages and benefits 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 the resulting contract are available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and if the proposer agrees, they may agree as provided in this RFP.

## **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](mailto:lglasco@astate.edu)

Project Officer: Lisa Glasco

Phone: 870-972-2028

Email: [lglasco@astate.edu](mailto:lglasco@astate.edu)

## **3.00 Anticipated Procurement Timetable**

ACTIVITY	DATE
RFP Issued:	July 15, 2025
Deadline for Questions on Proposal	July 24, 2025
Responses to Questions posted on the website	July 31, 2025
The public opening of proposals	August 12, 2025 11:00 a.m. CST
Completion of proposal review and contract selection	August/September 2025
Intent to award letters emailed	August/September 2025
Contractor Commences Performance	August/September 2025

#### **4.00 Submission of Proposals**

No later than 11:00 a.m. CST, provide one signed original (marked "original") in the response. The bidder must also respond electronically 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 considered. RFPs MUST arrive and be time-stamped by our 2713-A Pawnee office before 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 hard copy and an 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. A proposal response to the Information for Evaluation section included in the Proposal Packet. The proposal response must be in English.
  - 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 necessary. Awards will be made to the proposer whose proposal conforms to the RFP and, in the sole judgment 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's recommendation.

The required services are to commence **August/September, 2025**, 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 by the original terms of the contract upon mutual agreement in writing.

#### **7.00 Rejection of Proposals**

We have developed a format for preparing proposals to simplify the university's task of evaluating them. Failure to adhere to this format or omitting any required information 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 on **August 12, 2025, 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 University's sole discretion, the University may 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. Individuals will not be permitted to attend in person if the bid opening is conducted entirely via video conference.

**9.00 Contract Governance and Indemnification**

The contract will incorporate the contents of the RFP and any negotiated terms or 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 the proposal being rejected.

This contract shall be governed by and construed under the laws of Arkansas. Arkansas State University is an agency 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 from or resulting from the contract or the provision of services thereunder.

The University will cooperate with the Bidder in defense of any action or claim brought against the 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 the 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 efforts to expedite any hearing or other action before the Commission. However, the University reserves the right to assert in good faith any 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:
  - a. Indemnify and defend that party for any liability and damages. However, the University may agree to hold the 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.
  - b. Upon default, all sums are to be paid as due under the contract.

- c. Pay any party's damages, legal expenses, or other costs and expenses.
2. A party wishing to contract with Arkansas State University must:
  - Remove any language from its contract that grants remedies other than:
  - The right to possession. The right to the accrued payment.
3. Include in its contract language that the laws of the State of Arkansas govern the contract.
4. 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 in preparing and submitting proposals.

#### **11.00 Further Information**

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

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

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

The University may elect to request the best and final offers. Any best and final offer request made by the University will be conducted with responsible vendors pursuant to A.C.A. § 19-11-230 .

#### **12.00 Proprietary Information**

Proposals and documents about 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 labeled "PROPRIETARY." To the extent permitted by law, financial data, trade secrets, test data, and similar proprietary information will remain confidential, provided such material is marked by the proposer before 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 by applicable State of Arkansas procurement procedures. Documents about the RFP will become the State's property and shall be open to public inspection after the proposal opens. 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 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 the CD/flash drive is protected against the 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. The proposal will be open for public inspection if a redacted copy is not received. If the State of Arkansas deems redacted information subject to the FOIA, the bidder will be contacted before sending out the information."

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

### **13.00 Examination of Records**

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

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

### **15.00 Performance Standards**

- A. State law requires that specific contracts for services include performance standards to measure the overall quality of services provided. Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards the Bidder must meet to avoid assessment of damages.
- B. The University and Bidder will negotiate Performance Standards before contract award, before 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 contract term if it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards. They may include the input of the Bidders to establish reasonably achievable standards.
- D. All changes 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. If a Performance Standard is not met, the Bidder can 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 finalize the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, Bidder shall follow the agency's direction regarding the required compensation process.

## **16.00 Scope of Services**

The University seeks a firm or firms to provide promotional items and clothing. All items purchased **MUST** be purchased from a licensed vendor. The items cannot be made in China inspection on the A-State campus per the following specifications.

***Arkansas Code Annotated § 25-1-1204 - Promotional items made in China are prohibited. A state agency shall not spend public funds to purchase promotional items made in the People's Republic of China.***

All items purchased with ASU trademarked logos must be purchased from a licensed vendor. The vendor (s) with whom ASU has contracted must be a licensed Affinity vendor. For more information on obtaining an Affinity license, please get in touch with Marketing and Communications at [contact@AState.edu](mailto:contact@AState.edu) or visit <https://www.astate.edu/a/marketing/pcs/graphic-standards/merchandise-guidelines/>

## **17.00 Required Information**

Please provide a general overview of your organization, including 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.
- All vendors must agree and adhere to Arkansas Act 943 of 2025, officially titled "**An Act to Amend the Law Concerning Prohibited Contracts by State Agencies; And To Prohibit the Use of Public Funds by State Agencies to Purchase Promotional Items Made in China**", restricting state agencies from using public funds to purchase promotional items manufactured in China. The act defines "promotional items" as items used to promote or advertise state agencies, including without limitation items like bumper stickers, clothing, keychains, mugs, pens, and pins.

## **18.00 Minimum Qualifications**

The University requests proposals from qualified vendors encompassing the following:

1. The vendor shall provide a historical and contemporary overview of the company, particularly related to the proposed work.
2. Provide proof of being a licensed vendor for Arkansas State University with Affinity
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 that the Proposal Submission Requirements have been met. Proposal Packets that do not meet the requirements will be rejected and not evaluated.
- An Evaluation Committee (hereinafter called "Evaluators") will evaluate and score qualifying proposals. Evaluation will be based on the Vendor's response to the *Information for Evaluation* section 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 criterion will be based on the following Scoring Description.
- After the initial individual evaluations, the Evaluators will meet to discuss their ratings. At this consensus meeting, each Evaluator will be allowed to discuss their rating for each evaluation criterion.
- After Evaluators have had an opportunity to discuss their scores with the committee, the individual Evaluators will be allowed 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:**

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

The University 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 a call for service within the time specified in the bid
- 2) Objectionable behavior by crew members
- 3) The University's decision not to exercise a 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.	The vendor must provide an acceptable remediation plan.
Work products are professional & comprehensive.	Payment may be withheld in part or whole until milestones are met or acceptable work products are produced.
	Replacement resources acceptable to Arkansas State University may be required.
	The contract may be canceled.

<b>Time &amp; Materials Contracts</b>	
Standards	Remedies
Services are provided in a timely and professional manner	The 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.
	The contract may be canceled.

- State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services a Contractor shall provide.
- The University may be open to negotiations of Performance Standards before contract award, before 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.
- If a Performance Standard is not met, the Contractor can defend or respond to the insufficiency. The State can waive damages if it determines that extenuating factors beyond the Contractor's control hindered the service performance. In these instances, the State has the final determination of the performance acceptability.
- Should any compensation be owed to the Department due to the assessment of damages, the 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 an 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%
<b>Total Score</b>	<b>100%</b>



## PROPOSAL SIGNATURE PAGE

Type or print the following information.

<b>RFP</b>	<b>26-03</b>	<b>Issue Date:</b> July 15, 2025	
<b>Commodity Description:</b>	<b>Promotional Items and Clothing</b>	<b>Opening Date</b>	<b>August 12, 2025 11:00 A.M. CST</b>
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>Name:</b>	Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO	<b>Phone:</b>	(870) 972-2028 – 870-972-3449
<b>Title:</b>	Director of Procurement Services	<b>Email:</b>	lglasco@astate.edu
<b>MAILING ADDRESS:</b>			
<b>Non-USPS Delivery Address</b> Arkansas State University Procurement Services c/o Central Receiving 2713 Pawnee State University, AR 72467		<b>USPS Delivery Address</b> 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 bid request can be found [here](#). Please review before signing.

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

Arkansas State University is an Equal Opportunity Employer

**INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT:** By Arkansas Code §19-11-249, this bid and the resulting contract are available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees they may agree 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 the 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 #26-03**

**Promotional Items and Clothing  
Official Price Sheet**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

☐ **Our company agrees and will adhere to Arkansas Code § 25-1-1204 - Promotional items made in China are prohibited. A state agency shall not spend public funds to purchase promotional items made in the People's Republic of China.**

**Are you licensed with Affinity to sell A-State trademarks and logos? ☐ Yes ☐ No**

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. The bidder will bear any cost not identified by the bidder but subsequently incurred to ensure the successful operation of the equipment.
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 about the agreement will remain the property of the University.

1. **Discount for A-State \_\_\_\_\_ *(this line must be filled out)***
2. **If you do not offer a discount, attach a page with your pricing of items and clothing.**

**ESCALATION CLAUSE:**

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

2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year
%	%	%	%	%	%

## 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:**

### F O R I N D I V I D U A L S \*

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 [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	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

### F O R A N E N T I T Y ( B U S I N E S S ) \*

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 [senator, representative, name of board/commission, data entry, etc.]	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. \_\_\_\_\_

Vendor Name: \_\_\_\_\_

## 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 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 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 Signature

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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. See Specific Instructions on page 3.	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.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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) . . . . . <b>Note:</b> 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)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	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"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## 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.

**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.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

## 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
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## 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](http://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

# 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

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**Order Address:**

Address: \_\_\_\_\_ County: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Nation: \_\_\_\_\_

**Payment Address:**

Address: \_\_\_\_\_ County: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Nation: \_\_\_\_\_

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**Important:** In order to expedite any current or future order, please email required forms to [procurement@astate.edu](mailto: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](mailto:procurement@astate.edu)**