



# REQUEST FOR PROPOSAL

## BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
<b>Solicitation Number:</b>	UAPB A214	<b>Solicitation Issued:</b>	February 2, 2026
<b>Description:</b>	Provost Executive Search Services	<b>Type of Contract:</b>	Term
<b>Agency:</b>	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
<b>Bid Opening Date:</b>	March 2, 2026	<b>Bid Opening Time:</b>	11:00 a.m., CST
<p>Deliver proposal submissions for this Request for Proposal to UAPB Procurement Office on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB.</p>			

DELIVERY OF RESPONSE DOCUMENTS			
Submit To:	UAPB Procurement Department P.O. Box 4979	F.O.B.	UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Messenger:	1200 N. University Drive Office of Procurement Administration Bldg., Room 102 Pine Bluff, Arkansas 71601		
Delivery providers, USPS, UPS, and FedEx deliver mail to UAPB street address on a schedule determined by each individual provider. These providers will deliver to UAPB based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries. Late bids- bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered</b> if they are not in the Office of Procurement by or before the time as indicated on this IFB document as <b>"Bid Opening Date and Time."</b>			
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>		

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
<b>UAPB Official:</b>	Alisha Lewis	<b>Official Phone Number:</b>	(870) 575-8735
<b>Email Address:</b>	lewisal@uapb.edu	<b>Official Fax Number:</b>	(870) 575-4647
<b>UAPB Website:</b>	<a href="http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx">http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **1.1 INTRODUCTION AND BACKGROUND**

The University of Arkansas at Pine Bluff is issuing this Request for Proposal (RFP) to engage with demonstrated expertise in higher education employment and executive search. The selected firm will assist the University in identifying, encouraging, screening, and establishing a pool of qualified candidates for one (1) senior executive academic position: Provost and Executive Vice Chancellor for Academic Affairs.

The University is located in the heart of the Arkansas Delta region, UAPB is an 1890 Land- Grant Historically Black College and University (HBCU) with a diverse population, competitive degree offerings, and distinguished faculty. For more than 150 years, the University has fostered an environment of learning, growth, and productivity while providing students with opportunities to advance academically and professionally. UAPB is the second-oldest public university in Arkansas and the only public HBCU in the state. Its historic mission is to provide education in agriculture, the mechanical arts, scientific and classical studies, and to help address economic, agricultural and community challenges at the local, state and regional levels. seeks to hire well-qualified candidates who will be comprehensively vetted for these senior level positions. UAPB offers more than 30 undergraduate and master's programs, as well as the state's only PH.D. in aquaculture and fisheries. The university's bachelor's degree program in regulatory science is designated Center of Excellence by the U.S. Department of Agriculture.

The selected firm must have experience in the successful placement of qualified candidates for senior level positions in higher education. Recent success in recent Provost or other senior academic executive searches is preferred.

The University is committed to a fair, transparent, and competitive process that results in the selection of exceptional academic leaders who will advance UAPB's mission and strategic priorities.

### **1.2 CONTRACT TERM AND TERMINATION**

The term ("Term") of any resulting contract will commence as soon as possible or March 16, 2026, and continue until either 1) the position is filled, or 2) February 28, 2027, whichever occurs first, unless terminated sooner as provided for by contract or extended by mutual written agreement of the parties. UAPB may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

- a. If at any time the services become unsatisfactory, UAPB will give thirty (30) days written notice to the contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the contract shall be cancelled by UAPB. Additionally, the contract may be terminated, without penalty, by UAPB without cause by giving thirty (30) days written notice of such termination to contractor.
- b. Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this contract during any biennium period of the Term (including any renewal periods) are not appropriated.
- c. In no event shall such termination by UAPB as provided for under this section give rise to any liability on the part of UAPB, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UAPB's sole obligation hereunder is to pay contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the contract shall survive the termination of the contract.

### 1.3 **SOLICITATION SCHEDULE**

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the University.

ACTIVITY	DATE
RFP Release to Prospective Contractors	February 2, 2026
Deadline for Prospective Contractor Questions	February 17, 2025, 12:00 P.M. CST
Deadline for UAPB to respond to questions	February 24, 2026, 4:00 P.M. CST
Proposal Due Date	March 2, 2026, 11:00 A.M.
Evaluation Period	March 4 – 9, 2026
ALC Review*	TBD
Award Contract*	March 16, 2026

### 1.4 **ACCEPTANCE OF REQUIREMENTS**

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

### 1.5 **DEFINITION OF TERMS**

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

- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" Shall be interpreted to mean **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff.**

## 1.6 **RESPONSE DOCUMENTS**

### A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal *Packet*.
  - a. Original signed *Proposal Signature Page*. (See Technical Proposal *Packet*.)
  - b. *One (1) original hard copy of the proposal response package which includes:*
    - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal *Packet*. **Proposal response must be in the English language.**
    - ii. Response to the Official Bid Price Sheet which is the cost section. Pricing **must** be proposed in U.S. dollars and cents
    - iii. To allow time to evaluate proposals, the costs **must** be valid for 120 days following the bid opening.

### B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet In addition to the original Technical Proposal Packet and the Response Package, the following items should be submitted.

1. Additional Copies of the Technical Proposal Packet
  - a. Four (4) hard copies (marked "COPY") of the Technical Proposal Response *Packet*.
  - b. one (1) electronic copy of the Technical Proposal with the Technical Response *Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
  - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
  - e. If UAPB requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

## 1.7 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original Technical Proposal Packet and all copies should be arranged in the following order.
  - Proposal Signature Page.
  - Proposed Subcontractor Form
  - Signed Addenda, if applicable.
  - E.O. 98-04 – Contract Grant and Disclosure Form.
  - Equal Opportunity Policy.
  - W-9 Form
  - Combined form for Boycotts and Illegal Immigrant Certification
  - Voluntary Product Accessibility Template (VPAT), if applicable
  - Technical Proposal response to the information for Evaluation section of the Technical Proposal *Packet*.
  - **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

**1.8 CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 12:00 p.m., Central Time on or before **02/17/2026** to the UAPB official as shown on the front cover of this *Proposal Solicitation* (**Note the Schedule of Events**).
- For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  - Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- E. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

**1.9 PROPOSAL SIGNATURE PAGE**

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

**1.10 INDEPENDENT PRICE DETERMINATION**

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

**1.11 RESERVATION**

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

**1.12 PROPRIETARY INFORMATION**

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

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

#### **1.13 CAUTION TO PROSPECTIVE CONTRACTORS**

1. Prior to any contract award, address all communication concerning this *Proposal Solicitation* through UAPB official.
2. Do not alter any language in any solicitation document provided by UAPB.
3. Do not alter the Official Proposal Price Sheet.
4. All official documents and correspondence related to this solicitation become part of the resultant contract.
5. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so. **Failure to provide performance security shall result in a proposal rejection.**
6. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.

7. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Proposal Solicitation*.

**1.14****REQUIREMENT OF ADDENDUM**

1. Only an addendum written and authorized by UAPB will modify this *Proposal Solicitation*.
2. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening and may or may not include changes to the Proposal Solicitation.
3. The Prospective Contractor is expected to check the UAPB website, <https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/> for any and all addenda up to proposal opening.

**1.15 AWARD PROCESS****A. Successful Contractor Selection**

1. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. UAPB may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible or being selected for award.

**B. Negotiations**

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

**C. Anticipation to Award**

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at <https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/>
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen-day posting period**.
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

**D. ADMINISTRATION RESPONSIBILITY**

1. Any resultant contract of this *Proposal Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award of any resulting contract, and the **Chancellor's Office or designee** will be responsible for administration and contract compliance.

**1.16 BID PROTEST**

In the case of protest associated with this IFB, the protest will be resolved by the Vice Chancellor for Finance and/or the Office of State Procurement.

**1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**1.18 DISCLOSURE OF CONTRACTS OVER \$25,000-GOVERNOR'S EXECUTIVE ORDER 98-04**

- No contract for commodities or services greater than \$25,000 and no discretionary grant greater than \$25,000 shall be awarded, extended, amended, or renewed by any agency to any bidder who has not disclosed as required in this proposal with the exception of bidders in Section 3D (emergencies) for goods and services for which disclosure may be obtained after purchase or service.
- 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 bidder, 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.

**1.19 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, UAPB must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hard copy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**1.21 RESTRICTION OF BOYCOTT OF ISRAEL**

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

**1.22 PAST PERFORMANCE**

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



**1.23 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
  6. Integrating into networks is used to share communications among employees, program participants, and the public.
  7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by people who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodation.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**1.24 PUBLICITY**

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

**1.25 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES**

In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

**1.26 CERTIFICATION OF NON-SCRUTINIZED COMPANY**

The Respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the Respondent or hold a majority interest in the Respondent. Respondent further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of Respondent, or in a subcontractor to be employed by Respondent.

**1.27 TOBACCO FREE CAMPUS**

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAPB, including all vehicles on UAPB property.

**1.28 FUNDING OUT CLAUSE**

If, in the sole discretion of UAPB, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAPB will not be obligated to pay any further charges for services, beyond the end of the then current period. Contactor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAPB to terminate any Contract awarded in order to acquire similar service from a third party.

**1.29 PERMITS/LICENSES AND COMPLIANCE**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractors shall provide copies of all such permits or licenses to UAPB.

**1.30 CAMPUS RESTRICTIONS**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents' representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UAPB. Respondents further agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites to bring any explosives, firearms or other weapons onto the campus of UAPB, except to the extent expressly permitted by UAPB policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or

possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UAPB policies, and federal, state and local laws, ordinances, and regulations.

**1.31 BACKGROUND CHECKS**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP on the UAPB campus, whether on a paid or volunteer basis, in a manner requested by UAPB and consistent with procedures established by UAPB for its background checks. No person may perform any duties or services for Contractor on the UAPB campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAPB.

**1.32 NO ASSIGNMENT AND SUBLICENSING**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAPB as provide by UAPB's Board of Trustee Policy.

**1.33 BEST AND FINAL OFFER**

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

## **SECTION 2 – REQUIREMENTS**

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

### **2.1 SCOPE OF WORK**

The University of Arkansas at Pine Bluff (UAPB), a member of the University of Arkansas System, seeks to contract with a search firm to provide expert services in recruitment for the following position:

1. Provost and Executive Vice Chancellor for Academic Affairs

The selected executive search firm will:

- Lead a **national search** for the Provost and Executive Vice Chancellor for Academic Affairs.
- Develop a **position-specific recruitment strategy** aligned with UAPB's mission as an 1890 land-grant HBCU.
- Conduct proactive outreach to sitting Provosts, Vice Chancellors for Academic Affairs, and senior academic leaders nationwide.
- Screen, assess, and vet candidates for executive-level academic leadership readiness.
- Ensure all finalists align with the qualifications and leadership expectations outlined in the official Provost position description.

This position reports directly to the Chancellor at The University of Arkansas at Pine Bluff.

### **2.2 CANDIDATE QUALIFICATIONS**

See Appendix A for more details on the qualifications for these positions

### **2.3 SPECIFICATIONS AND DELIVERABLES**

The selected firm will be required to provide the following deliverables as part of this RFP:

1. Implementation of the recruitment process
2. Advertising
3. Background Checks
4. Management of the recruitment process
5. Sharing all applications with search advisory committee
6. Candidate Pool List: A maintained roster of vetted candidates for the Provost and Executive Vice Chancellor for Academic Affairs position, updated regularly throughout the search process.
7. Progress Updates: Reporting to University leadership detailing search status, challenges, and recommendations.
8. Final Candidate Slate: A list of recommended finalists for each this position, accompanied by supporting documentation and evaluation summaries.
9. Compliance Assurance: Confirmation that all recruitment activities adhere to applicable laws, University policies, and confidentiality standards.

### **2.4 CONTRACTOR'S INSURANCE REQUIREMENT**

- A. Successful Contractor must provide and maintain during the life of the contract and any renewals a certificate of insurance indicating the type and amount of insurance provided. Insurance coverage is outlined under item #2.4 (B) this document.
  1. The Certificate of Insurance shall be furnished to the University of Arkansas at Pine Bluff prior to the issuance of the purchase order to commence services.
  2. The policy shall be written by a Casualty Company authorized to do business in the

- State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
3. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the UAPB Office of Procurement, prior to contract award.
  4. It must carry a 30-day notice of cancellation clause.
  5. The certificate must be current and bare the name of the University of Arkansas Board of Trustees acting on behalf of the University of Arkansas at Pine Bluff as the Certificate Holder. It must also indicate in the description of the exact name of this project and the amount bid which will indicate that this certificate is valid for this project.
  6. In the event that the bidder fails to maintain and keep in force product liability insurance, commercial general liability insurance, automobile and worker's compensation insurance, the University **shall have the right to cancel and terminate the agreement immediately and without notice.**

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

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease, and \$100,000 disease each employee.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence.

## 2.5 **PROPOSAL SUBMISSION REQUIREMENT:**

**All Proposals must contain the following information at a minimum and must be presented in format stated in Section 1.8 – Response Documents:**

1. Unique qualifications and experience: Names and brief biographies of individuals performing the work, organizational chart, and disclosure of other work commitments during the estimated duration of this assignment.
2. References: At least three references directly relevant to the scope of this project, from projects completed in the higher education sector within the last five years.
3. Current and projected workload: Description of existing commitments and capacity to undertake this assignment.
4. Work elements: Detailed explanation of how tasks will be performed.
5. Project schedule: Allocation of effort and estimated completion date
6. Project cost summary: Including all cost elements requested for services. All pricing must be included in the Official Price sheet in the Technical Package.

## PERFORMANCE BASED CONTRACTING

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to University Requirements	Reference standard terms, conditions and all articles of RFP	<b>Termination of Contract:</b> Reference Section 1.2 of RFP. This termination clause will apply for insufficient performance of services by contractors at the sole discretion of the University of Arkansas at Pine Bluff
Scope of Services	Reference Sections 1 & 2 of RFP: Introduction, Background, Scope, and Requirements	<b>Termination of Contract:</b> Reference Section 1.2 of RFP. This termination clause will apply for insufficient performance of services by contractor at the sole discretion of the University of Arkansas at Pine Bluff.
Specifications and Deliverables	Reference Section 2.3 of RFP: Specifications and Deliverables	<b>Termination of Contract:</b> Reference Section 1.2 of RFP. This termination clause will apply for insufficient performance of services by contractors at the sole discretion of the University of Arkansas at Pine Bluff

### FAILURE TO PERFORM CONTRACTED SERVICES

As further described in any contract awarded, the selected contractor shall be liable to the University for any and all damages incurred by the University as the result of the Contractor's failure to perform the services required under the contract including such services which may survive the expiration of the contract.

Such damages may be included, but are not limited to:

1. Costs for University staff time and resources (including correspondence or technical programming costs) required to address the selected contractor's performance failures.
2. Any fees, costs, penalties or additional tax liability incurred by the University or its employees based on the selected contractor's failures to provide all services prescribed in this RFP in full compliance with relevant laws and regulations.

## **SECTION 3 – CRITERIA FOR SELECTION**

### **Evaluation and Selection Process**

It is the intent of UAPB to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UAPB assessment of the Respondent's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UAPB reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UAPB. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAPB (for whatever reasons), UAPB may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of ninety (90) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 105 points based on the following items.

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation**-assignment of tentative rating points by individual selection committee member.
2. **Final evaluation**-assignment of final rating points by full selection committee.

Bidders should address each item listed as point scoring criterion in this section to be assured a complete evaluation.

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of vendor proposals.

#### **A. History and Past Performance .....30 PTS**

Bidder must provide information to be used to evaluate the following:

- **Executive placements:** Number of executive higher education positions filled by the company
- **Tenure outcomes:** Lengths of tenure for those executives.
- **Project lead:** Name, title/position, telephone number, and email address of the individual who would have primary responsibility for the project resulting from this RFP
- **Authorized agent:** Name of the authorized agent within the company who will have primary responsibility and final authority for the work under this proposed contract

#### **B. Bidder's Experience and references .....45 PTS**

- **Years of experience:** Number of years the company has worked in higher education personnel recruitment and placement
- **References:** At least three (3) references of higher education job placements within the last ten (10) years, including HBCUs. Each reference must indicate the year of placement, institution name, contact information (phone and email) , and the person with whom the company worked.
- **Company Overview:** Historically and contemporary overview of the company's work
- **Supporting materials:** Support literature, website address(es) and attachments to summaries.

#### **C. Cost of Service .....30 PTS**

The fee structure must be converted to dollars based on the anticipated number of hours of service and must have a grand total to include all costing elements requested for the services the company will provide.

Cost points shall be assigned as follows:

- To the bidder with lowest total cost offer for the Provost position and who is both responsive and responsible to all other terms and conditions of this bid shall receive **30** points.
- Remaining bids shall receive points in accordance with the formula below:

$$(a/b) (c)=d$$

a = lowest bid

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for cost category

d = number of points allocated to bid

**Total possible points for this proposal 105 PTS**



## **SECTION 4 – SOLICITATION TERMS AND CONDITIONS**

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

### **4.1 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
  - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
  - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
  - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The University will not pay costs incurred in the preparation of a proposal.

### **4.2 GENERAL TERMS AND CONDITIONS**

#### **A. Payment and Invoice Provisions**

- a. Forward invoices to:

**Accounts Payable/Controller's Office**  
**1200 North University Drive**  
**Mail Slot 4984**  
**Pine Bluff, AR 71611-2799**  
**Phone: (870) 575-8912**  
**accountspayable@uapb.edu**

- B. The Contractor **shall** invoice the University as required by the Department and should not invoice UAPB in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
  - 1. The Contractor should invoice the agency by an itemized list of charges. UAPB's purchase order number and/or the contract number should be referenced on each invoice.

2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
  3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
- C. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by UAPB to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
1. Remain property of UAPB.
  2. Be kept confidential as permitted or required by law.
  3. Be used only as expressly authorized.
  4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
    - a. The Contractor **shall** properly identify items being returned.

#### 4.3 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in UAPB competitive sealed proposals, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

## **APPENDIX A JOB DESCRIPTION**

### **Provost and Executive Vice Chancellor for Academic Affairs**

#### **Primary Purpose of the Position**

Reporting directly to the Chancellor and serving as the institution's second-ranking officer, the Provost and Executive Vice Chancellor for Academic Affairs is the chief academic officer of the University of Arkansas at Pine Bluff. The Provost provides executive leadership, vision, and strategic direction for all academic affairs of the university, ensuring excellence in teaching, learning, research, and academic support services. The role is central to shaping institutional strategy, aligning resources with priorities, and fostering innovation across the academic enterprise.

The Provost leads with intentionality across a broad portfolio that includes undergraduate and graduate education, faculty development, institutional effectiveness, academic advising, curriculum innovation, and academic compliance. As a member of the Chancellor's Executive Cabinet, the Provost works in close collaboration with other Vice Chancellors to deliver on the university's strategic goals and promote student achievement, interdisciplinary engagement, and academic excellence at every level.

#### **Minimum Qualifications**

- Earned doctorate or terminal degree from a regionally accredited four-year institution of higher education.
- A distinguished record of teaching, research, and service meriting appointment as a tenured full professor.
- Minimum of five years of progressive academic administrative leadership experience at the level of dean of an academic unit at a four-year institution of higher education or above.
- Demonstrated success in academic planning, curriculum innovation, and institutional accreditation.
- Evidence of a strong commitment to student success, including measurable improvements in retention, persistence, and 4-year degree completion.
- Experience with academic budgeting, enrollment planning, and performance-based funding models.
- Exceptional communication, collaboration, and interpersonal leadership skills.

#### **Preferred Qualifications**

- Experience at a land-grant or research-intensive institution.
- Record of effective leadership in recruiting, mentoring, and retaining high-performing faculty.
- Demonstrated experience leading cross-functional teams and interdisciplinary academic initiatives.
- Experience aligning academic programs with workforce demands and economic development priorities.
- Understanding of student affairs partnerships that strengthen holistic student development and success.
- Experience securing or supporting external funding for academic and research programs.
- Familiarity with NCAA Division I academic compliance and student-athlete support systems.
- Proven ability to lead change, manage complexity, and build consensus in dynamic environments.
-

**Key Responsibilities**

The successful candidate will perform the following key duties and responsibilities within the Division of Academic Affairs:

**Academic Leadership and Strategy**

- Advance UAPB's academic mission by overseeing all academic programs and services, ensuring alignment with the university's strategic plan.
- Lead academic planning, including development of new programs, expansion of graduate offerings, and continuous curricular improvement.
- Foster a student-centered learning environment committed to instructional quality, intellectual inquiry, and academic excellence.
- Champion interdisciplinary learning, global engagement, and experiential education across the academic enterprise.
- Champion a university-wide culture of research growth by promoting interdisciplinary scholarship, expanding graduate studies, and aligning academic infrastructure to support UAPB's pursuit of Research 2 (R2) Carnegie classification.

**Faculty and Academic Personnel Development**

- Support the recruitment, development, evaluation, and retention of outstanding faculty and academic leaders.
- Promote a culture of scholarly excellence, shared governance, and collegial collaboration.
- Oversee reappointment, tenure, promotion, post-tenure review, and faculty development policies and processes.
- Strengthen faculty capacity to secure extramural research funding by promoting grant development training, cultivating interdisciplinary collaborations, and supporting mentorship structures that guide faculty through competitive funding pipelines.
- Support efforts to enhance faculty success in teaching, research, grant acquisition, and community engagement.

**Student Success and Academic Support**

- Provide oversight of Enrollment Management Services to articulate a data-informed Strategic Enrollment Management (SEM) plan designed to increase student enrollment and enhance student financial aid packaging.
- Ensure alignment between academic degree planning and student success technologies.
- Initiate, assess, and evaluate the impact of learning communities, first-year experiences, and early alert systems on student academic momentum.
- Expand academic support services tailored to meet the needs of first-generation, Pell-eligible, and transfer students.

**Academic Resource Stewardship**

- Partner with the Chief Financial Officer to ensure sound planning and management of academic budgets.
- Strategically allocate academic resources, including faculty lines and support staff, to advance institutional priorities and student demand.
- Promote data-informed decision-making, resource optimization, and institutional effectiveness in all academic units.
- Lead the academic budgeting process, balancing strategic growth with fiscal sustainability and accountability.

**Collaborative Leadership and Institutional Alignment**

- Serve as a key advisor to the Chancellor and collaborate with other executive leaders to achieve UAPB's strategic goals.
- Work closely with Research and Innovation to strengthen academic research capacity and compliance.
- Collaborate with academic deans, department chairs, and faculty to align academic programs with regional workforce and industry needs.
- Engage regularly with the Arkansas Division of Higher Education and the University of Arkansas System on academic policy, compliance, and reporting.

**Visibility, External Engagement, and Advocacy**

- Represent the university's academic interests to external stakeholders, including government agencies, accreditors, and philanthropic partners.
- Advocate for UAPB's academic excellence and student impact in statewide and national forums.
- Collaborate with the Division of Advancement to support fundraising for academic priorities and student scholarships.
- Ensure that UAPB remains competitive in recruiting top faculty, students, and academic leaders.

## **ETHICAL STANDARDS**

**Please read carefully**

### **ETHICAL STANDARD LAW**

The following sections of this request for proposal reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statutes. "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fees, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." Any violation of this ethic statement can result in the cancellation of any contract with the University.

### **CONFLICT OF INTEREST**

No official or employee of Arkansas State University and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge.

- A. The employee or any member of the employee's immediate family has a financial interest.
- B. A business or organization has a financial interest in which business or organization the employee or any member of the employee's immediate family has a financial interest; or;
- C. Any other person, business, or organization with whom the employee, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.
- D. Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

### **WARRANTY AGAINST BROKER'S FEE**

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

### **OFFER OF GRATUITIES OR KICKBACKS**

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employee, or bona fide established commercial selling agencies maintained by the contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order. Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

### **EMPLOYMENT OF STATE PERSONNEL**

- A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting the State agency by which he employee is employed.
- B. Restrictions on Former Employees in Matters Connected with their Former Duties.

1. Permanent disqualification of Former Employee Personally involved in a particular matter, It shall be a breach of ethical standards for a former employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
  - A. Judicial or other proceeding application, requests for a ruling, or other determination.
  - B. Contract;
  - C. Claim;
  - D. Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee's official responsibility, where the State is a party or has a direct substantial interest.
- C. One (1) year representation regarding matters for which a former employee was officially responsible. It shall be a breach of ethical standards for any former employee, within (1) year after cessation of the former employee's official responsibility in connection with any:
  - 1) Judicial or other proceeding, application, requests for a ruling, or other determination.
  - 2) Contract;
  - 3) Claim;
  - 4) Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee's official responsibility, where the State is a party or has a direct substantial interest.
- D. Disqualification of Partners  
When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
  - a) Judicial or other proceeding, application, request for a ruling, or other determination.
  - b) Contract;
  - c) Claim;
  - d) Charge or controversy, to knowingly as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.
  - e) When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.
- E. Selling to State After Termination of Employment if Prohibited.
  1. It shall be a breach of ethical standards of any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$15,000) to engage in selling or attempting to sell commodities or services to the State of one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.