ARKANSAS STATE UNIVERSITY

REQUEST FOR PROPOSAL

VENTILATORS
RFP #27-25

Notice is hereby given that Arkansas State University will accept proposals until 11:00a.m., Central Time, on **December 9, 2026,** for Ventilators

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
Use the following as a working guide for planning purposes. Arkansas State University reserves the right to adjust this timetable as required throughout the process.

ACTIVITY	DATE
RFP Issued:	**November 9, 2026**
Deadline for Questions on Proposal	**November 16, 2026**
Responses to Questions posted on website	**November 20, 2026**
Public opening of proposals	**December 9, 2026 11:00 A.M. CST**
Completion of proposal review and contract selection	**December 2026**
Intent to award letters emailed	**December 2026**
Contractor Commences Performance	**January 2027**

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any proposals, or waive any irregularities or informalities during the Request for Proposal process.No proposal may be withdrawn for a period of thirty (30) days after the closing date for submission.

General Terms and Conditions for RFPs are available here. Please review these terms before signing the proposal page.

ADMINISTRATIVE OVERVIEW

Background

Arkansas State University enjoys a reputation as a national doctoral-granting institution of higher education, as recognized by the Carnegie Foundation as a Research 2 institution. It is the only comprehensive public university located in this region. Dedicated to teaching, research, and service, the university provides students with a broad educational foundation that fosters critical thinking, analytical skills, decision-making, and practical 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 then renamed "First District Agricultural and Mechanical College" in 1925. A four-year degree program was initiated in 1930; A&M College became "Arkansas State College" in 1933. The Arkansas Legislature elevated the college to university status and changed the name to Arkansas State University in 1967.

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

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

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

The Mission of Arkansas State University

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

1.00 Introduction

Arkansas State University ("University") is issuing this Request for Proposal ("RFP") for Ventilators.

To simplify the University's evaluation process, we have developed a standardized format that all proposals must follow. Failure to adhere to this format or to omit any of the information that is required will result in your firm's proposal being disqualified.

The contract will be awarded to the vendor, firm, contractor, offeror, or proposer ("vendor") who best satisfies the University's needs at the 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 multiple components of the Arkansas State University System. If another Arkansas State University campus wishes to use the services of the selected provider and the provider agrees, they may do so as outlined in this RFP. The data, specifications, and administrative requirements outlined herein are intended to serve as a general guideline for each proposal. Each firm is expected to submit a fully detailed proposal that clearly describes the advantages and benefits the University would realize by accepting it.

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT: In In accordance with Arkansas Code §19-11-249, this proposal and resulting contract are available to any college or university in Arkansas that wishes to utilize the services of the selected proposer. 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

Project Officer: L. Todd Hammon, PhD, DNP,
CRNA
Phone: 870-972-2814
Email: Lhammon@astate.edu

3.00 Anticipated Procurement Timetable

ACTIVITY	DATE
RFP Issued:	**November 9, 2026**
Deadline for Questions on Proposal	**November 16, 2026**
Responses to Questions posted on website	**November 20, 2026**
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Intent to award letters emailed	**December 2026**
Contractor Commences Performance	**January 2027**

4.00 Submission of Proposals

No later than 11:00 a.m., provide one signed original (marked "original") in the response. The bidder must also provide the bid response electronically on a flash drive (preferred). **Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. RFPs must arrive and be time-stamped by our office, located at 2713-A Pawnee, 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 hardcopy and electronic copy in the original *Proposal Packet*.

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

1. One (1) original hardcopy and (1) electronic copy of the proposal response which includes:

    a. 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 deemed 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 more vendors, as recommended by the committee.

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

The required services are to commence January 2027 and, unless terminated earlier, shall continue in force for an initial period of five (5) years, with the option to extend for two one-year extensions, in accordance with the original terms of the contract, by mutual written agreement.

7.00 Rejection of Proposals

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

8.00 Public Opening of Proposals

A public opening of all Technical/Business proposals will be held on **December 9, 2026 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 elect to conduct the proposal opening entirely via video conference. If the University makes this election, the University shall post a link to the video conference on its website. If the bid opening is conducted entirely via video conference, individuals will not be permitted to attend in person.

9.00 Contract Governance and Indemnification

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

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

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

The University will cooperate with the Bidder in the defense of any action or claim brought against Bidder seeking damages or relief for any loss, expense, damage, liability, claim, or demand, eitherat law or in equity, for actual or alleged injuries to persons or property arising from any negligent actor omission by the University or its employees or agents in performance of this contract. The University will also cooperate in good faith with the Bidder should the Bidder present any claims of the aforementioned nature to the Arkansas State Claims Commission and will make a reasonable effort 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 any other appropriate forum.

Additionally:

1. The State of Arkansas may not contract with another party to:

    1. Indemnify and defend that party for any liability and damages. However, the University mayagree 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 theparty for the loss caused solely by the University's use or possession.

2. Upon default, to pay all sums to become due under the contract.

3. Pay damages, legal expenses, or other costs and expenses of any party.

2. A party wishing to contract with Arkansas State University must:

    1. Remove any language from its contract that grants remedies other than:
        - The right to possession.
        - The right to accrued payment.

    2. Include in its contract language specifying that the laws of the State of Arkansas govern the contract.

    3. Acknowledge in writing that contracts with the University become effective when awarded.

10.00 Cost for Proposal Preparation

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

11.00 Further Information

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

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

Suppose discussions or negotiations fail to result in a contract. In that case, the negotiation process may be repeated until a successful vendor is identified and an award is made, or until the University decides not to proceed 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 the responsible vendors in accordance with A.C.A. § 19-61-506.

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 the retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

12.00 Proprietary Information

Proposals and documents submitted in response to this RFP become the property of the University and shall be open to public inspection following the proposal opening, except for proprietary information exempt from disclosure by law. Proprietary information submitted in response to this RFP must be separately packaged, sealed, and clearly labeled "PROPRIETARY". Financial data, trade secrets, test data, andsimilar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly so 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 in accordance with applicable State of Arkansas procurement procedures. Documents related to the RFP become the property of the State and shall be open to public inspection after the proposal opening. It is the respondent's responsibility 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 retain the same pagination as the original, indicate the space where information was redacted, and be submitted on a CD or flash drive, preferably in 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 flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspectionunder the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received, the entire proposal will be open to public inspection. If the State of Arkansas deems redacted information to be subject to the FOIA, the bidder will be contacted before sending out the information."

An authorized officer of the bidder must execute all proposals and must be held firm for acceptance for a minimum period of 150 days after the opening date.

13.00 Examination of Records

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

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

15.00 Performance Standards

A. State law requires that specific contracts for services include Performance Standards for measuring 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 term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith, in

accordance with accepted industry standards, and may include input from bidders to establish reasonably achievable standards.

D. All changes made to the Performance Standards shall become a binding part of the contract.

E. Performance Standards shall continue throughout the term of the contract.

F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages, as defined and agreed upon in the Performance Standards.

G. In the event a Performance Standard is not met, the Bidder will have the opportunity to defend or respond to the insufficiency. The University may waive damages if it determines there were extenuating factors beyond the control of the Bidder that hindered the performance of services or if it is in the best interest of the State to do so. In these instances, the University shall have final determination of the performance acceptability.

H. Should any compensation be owed to the University as a result of the assessment of damages, Bidder shall follow the agency's direction regarding the required compensation process.

16.00 Scope of Services

Arkansas State University **is seeking a total of three (3) anesthesia systems, including** the anesthesia machine, patient monitoring, and transport monitoring module (System A Only). All equipment must be produced by the same manufacturer.

Complete Anesthesia System A

Anesthesia Machine Specs

Display & User Interface
- Touchscreen ventilator display
- Customizable case profiles
- Direct access to commonly used procedures
- Self-guided electronic checkout process

Ventilation Modes
Standard and advanced ventilation capabilities include:
- VCV (Volume Control Ventilation)
- PCV (Pressure Control Ventilation)
- PCV-VG (Pressure Control Ventilation Volume Guarantee)
- SIMV-VCV
- SIMV-PCV
- SIMV-PCV-VG
- PSV (Pressure Support Ventilation)
- CPAP + PSV
- Lung Recruitment Maneuvers
- VCV Cardiac Bypass

Low-Flow Anesthesia Features
- Electronic gas control and electronic gas mixer
- Low-flow breathing system
- Fast wash-in/wash-out gas kinetics
- Fresh gas compensation during mechanical ventilation
- Removable / swappable autoclavable breathing system
- Manual bag-to-vent switch

Gas Monitoring
- Integrated respiratory gas module
- Agent identification and analysis
- CO_2 monitoring
- O_2 monitoring
- N_2O monitoring
- Sample gas return system
- Hot-swappable gas module
- Reusable modular water trap

Patient Monitor (Same Manufacturer as Anesthesia Machine)

Display & User Interface
- 19-inch touchscreen monitor
- Responsive touch interface
- 360° patient status visibility
- Care-area specific workflows (OR, PACU, ICU, ED, NICU)

Advanced Perioperative Monitoring Options
- Anesthetic agent monitoring
- $EtCO_2$
- O_2 and N_2O measurement
- NMT (Train of Four)
- Cardiac Output
- PiCCO
- Spirometry
- Gas Exchange/Metabolic Monitoring
- Integrated respiratory gas module
- Agent identification and analysis

Transport Patient Monitoring Module (Same Manufacturer as Anesthesia Machine)

Standard monitoring includes:
- ECG
- ST analysis
- Arrhythmia detection
- NIBP
- IBP
- SpO_2
- Temperature
- Respiration
- $EtCO_2$/airway gas monitoring

Supported for:
- Adult
- Pediatric
- Neonatal patients

Display & Design
- Color touchscreen
- Lightweight transport design
- Dock-and-go workflow
- Can function as standalone monitor

Complete Anesthesia System B
Anesthesia Machine Specs

Display & User Interface
- Customizable case profiles
- Direct access to commonly used procedures
- Self-guided electronic checkout process

Ventilation Modes
Standard and advanced ventilation capabilities include:
- VCV (Volume Control Ventilation)
- PCV (Pressure Control Ventilation)
- PCV-VG (Pressure Control Ventilation Volume Guarantee)
- SIMV-VCV
- SIMV-PCV
- SIMV-PCV-VG
- PSV (Pressure Support Ventilation)

Low-Flow Anesthesia Features
- Electronic gas mixer
- Low-flow breathing system
- Fast wash-in/wash-out gas kinetics
- Fresh gas compensation during mechanical ventilation
- Removable / swappable autoclavable breathing system
- Manual bag-to-vent switch

Gas Monitoring
- Integrated respiratory gas module
- Agent identification and analysis
- CO_2 monitoring
- O_2 monitoring
- N_2O monitoring
- Sample gas return system
- Hot-swappable gas module
- Reusable modular water trap

Patient Monitor (Same Manufacturer as Anesthesia Machine)
Display & User Interface
- 15-inch touchscreen monitor
- Responsive touch interface
- 360° patient status visibility
- Care-area specific workflows (OR, PACU, ICU, ED, NICU)

Advanced Perioperative Monitoring Options
- ECG (3-, 5-, and 10-lead)
- Respiration
- SpO_2
- NIBP
- Temperature
- 2-channel Invasive Blood Pressure (IBP)

17.00 Required Information

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

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

18.00 Minimum Qualifications

The University requests proposals from qualified vendors encompassing the following:

- Licensure/Insurance/etc
- Must complete Disclosure forms, Vendor Forms and provide an EEO policy

SELECTION

19.00 Selection Process

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

- Procurement Services will review each *Proposal Packet* to verify Proposal Submission Requirements have been met. *Proposal Packets* that do not meet the Proposal Submission Requirements will be rejected and not evaluated.

- An Evaluation Committee (hereinafter referred to as "Evaluators") will evaluate and score qualifying proposals. Evaluation will be based upon the Vendor's response to the *Information for Evaluation* section included in the *Proposal Packet*.

    a. Evaluators will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

- After initial individual evaluations are complete, Evaluators will meet to discuss their personal 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 individual 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:
The apparent low bidder must furnish Certificates of Insurance for General Public Liability, Automobile Liability, and Workers' Compensation before a contract can be awarded.

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

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

Time & Materials Contracts	
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 provided. 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 that 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.
- In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- Should any compensation be owed to the Department due to the assessment of damages, Contractor shall follow the direction of the Department regarding the required compensation process.

20.00 Proposal Score

The following approach will be used in evaluating the proposals:

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

The proposals will be evaluated and awarded using a comparative formula with relative weights as detailed below.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM POINTS
Vendor's overall proposal content - Understanding of requirements and scope of services	20%
Vendor's experience - Narrative of current organizational structure and history - Years in business	20%
Vendor's performance of Similar Engagements	20%
Recommendations and/or references from third parties	10%
Cost of Services	30%
Total Score	**100%**

PROPOSAL SIGNATURE PAGE

Type or print the following information.

RFP	**27-25**	**Issue Date**: November 5, 2026	
Commodity Description:	**Ventilators**	**Opening Date**	**December 9, 2026 11:00 A.M. CST**

PROCUREMENT CONTACT INFORMATION			
Name:	Lisa Glasco, CPCP, CPPB, CPPO, NIGP-CPP, APO	Phone:	(870) 972-2028 – 870-972-3449
Title:	Director of Procurement Services	Email:	lglasco@astate.edu

MAILING ADDRESS:	
Non-USPS Delivery Address Arkansas State University Procurement Services c/o Central Receiving 2713 Pawnee State University, AR 72467	**USPS Delivery Address** 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.

PROSPECTIVE CONTRACTOR INFORMATION

Company Name: _____

Name (type or print): _____ Title: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____
Use ink only.

Arkansas State University is an Equal Opportunity Employer

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT: In accordance with Arkansas Code §19-11-249, this bid and resulting contract are available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees that 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*
- ☐ Combined Certifications Form
- ☐ Copy of Prospective Contractor's *Equal Opportunity Policy*
- ☐ EEO Policy

1. INFORMATION FOR EVALUATION – EXPERIENCE AND PERFORMANCE

Provide a general overview of the company, including where the company is headquartered, if it has a significant base of operation in Arkansas, and if it has operated under other names. Include a narrative history of the organization and its background in providing employee benefits. Explain the added value or service that your organization provides that distinguishes it from all others.

2. INFORMATION FOR EVALUATION – PERFORMANCE OF SIMILAR ENGAGEMENTS

Provide a list of recommendations and references. If needed, attach recommendation/reference letters to this proposal packet.

3. INFORMATION FOR EVALUATION – RECOMMENDATIONS AND/OR REFERENCES

Provide references for evaluation**.**

*Attach a page for each request from the RFP

Arkansas State University
Vendor Covered Persons Attestation (Standard)

_____ ("Vendor") hereby represents and attests that it is not organized or chartered under the laws of, nor has its principal place of business in, nor is it owned by, one of the "Countries of Concern" as defined by 28 CFR Part 202.601(a), which are currently the six countries listed below:

1. China (including Hong Kong and Macau)
2. Cuba
3. Iran
4. North Korea
5. Russia
6. Venezuela

Further, Vendor hereby represents and attests that it is not owned by a person who is:

- an employee or contractor of a company described in the first paragraph above or of one of the countries listed above,
- an individual who is primarily a resident in the territorial jurisdiction of a company described in the first paragraph above or of one of the countries listed above, or
- is otherwise designated on the U.S. Department of Justice National Security Division's Covered Persons list.

Finally, Vendor hereby represents and attests that no such person in Vendor's employ will access ASU's data in connection with Vendor's contracted services with Arkansas State University ("ASU").

Vendor further acknowledges and agrees that ASU and its affiliates are expressly relying on the foregoing representation and attestation in entering into agreements with Vendor, and failure to accurately represent and attest to the foregoing, shall be grounds for immediate termination of any agreement between ASU, or any affiliate of ASU, and Vendor, notwithstanding the terms of any such agreement. Vendor will notify ASU immediately upon becoming aware of any facts that are or could be a violation of this attestation and cooperate with ASU in investigating any such matter. At ASU's request, Vendor will furnish evidence of compliance with this attestation. Any reference to a section of 28 CFR Part 202 shall mean such regulation or statute in effect on the date of execution of this attestation and, if applicable, as subsequently updated, amended or revised.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

RFP #27-25

DESCRIPTION
Official Price Sheet

Vendor Name: _____

Address: _____

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

Fax: _____ Email: _____

Signature of Authorized Official: _____

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

OFFICIAL BID PRICE SHEET

ESCALATION CLAUSE:

QTY	DESCRIPTION	PRICE
3	**Complete Anesthesia System A**	**$**
3	**Patient Monitor (Same Manufacturer as Anesthesia Machine)**	**$**
3	**Transport Patient Monitoring Module (Same Manufacturer as Anesthesia Machine) Qty**	**$**
3	**Complete Anesthesia System B**	**$**
3	**Patient Monitor (Same Manufacturer as Anesthesia Machine)**	**$**
1	**Shipping**	
	TOTAL COST	**$**

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**

TAXPAYER ID NAME:

IS THIS FOR:
☐ **Goods?** ☐ **Services?** ☐ **Both?**

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

ADDRESS:

CITY: **STATE:** **ZIP CODE:** **COUNTRY:**

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

FOR INDIVIDUALS*

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

Position Held	Mark (√)		Name of Position of Job Held [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**

FOR AN ENTITY (BUSINESS)*

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

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

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

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

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

5. **Attach the EO policy:** If the company does not have an EO policy, email procurement@astate.edu and include the company name and state that there is no EO policy on file.

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

_____ _____

Vendor Signature **Date**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. 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 **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ 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 . . . . . ☐

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

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Vendor Information Request Form

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: _____

Email Address: _____

Select the appropriate category for tax purposes:

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

Order Address:

Address: _____ County: _____

City: _____ State: _____ Zip Code: _____

Nation: _____

Payment Address:

Address: _____ County: _____

City: _____ State: _____ Zip Code: _____

Nation: _____

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

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

Revised 8/25/2025

***ATTACH EO POLICY. IF THE COMPANY HAS NO EO POLICY, MAKE NOTE OF THAT BY EMAIL.