UNIVERSITY OF ARKANSAS – FORT SMITH

Procurement Services
5210 Grand Avenue
Fort Smith, AR 72904

REQUEST FOR PROPOSAL
RFP AX-20-005

Branding Services

Issue Date: November 6, 2019
Deadline: December 3, 2019
PROJECT SCOPE
The Board of Trustees of the University of Arkansas System, for and on behalf of, the University of Arkansas – Fort Smith (UAFS) seeks proposals from qualified firms to provide branding, research, strategy, and design services. The University of Arkansas – Fort Smith is seeking a qualified strategic communications and marketing partner(s):

- To research existing perceptions and brand awareness of the university among key constituencies of university
- To analyze market research to develop a brand strategy, platform and positioning that speaks to the unique story of UAFS and drives enrollment growth for the university.
- To design creative elements of the brand repositioning strategy, in close collaboration with University Marketing and Communication staff, for use across multiple communications platforms including, but not limited to, digital, web, and print mediums.
- To review academic and athletic logos and tighten or revise university visual identity in order to be consistent with university brand.
- To create a marketing campaign framework to promote significant engagement with the university’s various constituencies.
- To support the translation of brand strategy into brand experience at UAFS (physical campus, employee training, web site, orientation, etc.)
- To provide consultancy services over the course of the implementation of the brand repositioning strategy and the associated campaigns.

INSTITUTION SUMMARY
The University of Arkansas – Fort Smith was established in 1928 as a junior college extension of the public school system. Most of its history is that of a two-year institution that has operated under several names including Fort Smith Junior College, Westark Junior College, Westark Community College, and Westark College. On December 15, 2000, the respective governing boards of Westark College and the University of Arkansas System entered into an agreement to merge Westark with the System as a four-year, baccalaureate institution. UAFS became a four-year university and joined the UA System on January 1, 2002.

UAFS is one campus with 922 total employees (575 full-time, 347 part-time). Today, UAFS is the third largest of the five universities in the University of Arkansas System and the sixth largest of the state’s four-year institutions.

**Mission:** UAFS prepares students to succeed in an ever-changing global world while advancing economic development and quality of place.

**Vision:** UAFS will be a national model for preparing students for workforce mobility through education and professional development while serving as the thought leader in the region for workforce training.

**Enrollment:**
- Fall 2017 – 6,626
- Fall 2018 – 6,557
- Fall 2019 – 6,264

**Location:** Fort Smith, Arkansas
**Website:** [www.uafs.edu](http://www.uafs.edu)
SCOPE OF SERVICES TO BE PROVIDED

1. Research
   • Quantitative research exploring awareness of UAFS and its programs among key constituencies
   • Qualitative research to determine perceptions regarding UAFS and its programs and offerings among target audiences locally, regionally, and nationally. This should include on-site visits with students, faculty, staff, and alumni in Fort Smith.
   • Study and review existing university branding in order to better understand the institution.

2. Brand Strategy, Positioning, Messaging, and Identity
   • Approved brand strategy, including brand playbook and brand standard manual. Strategy should include positioning, personality, promise, differentiation, and value proposition that is unique to UAFS
   • In close consultation with University Marketing & Communications team, develop creative elements of the brand strategy and examples of implementation (should address relationships between brands, naming conventions, and service/program entities at the university)
   • Marketing campaign frameworks for multiple audiences (prospective students, current students, alumni, donors, key influential in the community and state), including media strategy/planning
   • Brand training for key campus communicators
   • Brand experience development
   • Ongoing consulting services as required to implement brand positioning strategy
   • Review and make recommendations regarding the university visual identity to include both academic, university, and athletic marks. As needed tighten or revise university marks to be consistent with university branding.

PROPOSAL AND SELECTION CRITERIA

All proposals should provide the following information. Evaluation of proposals will be scored according to the point references provided.

1. General Company Overview (20 points)
   • Provide a brief background on your company including your vision and values as a firm.
   • Introduce your project team and provide a brief biography of each member including the specific experience that individual would bring to this project.

2. Capabilities and Qualifications (40 points)
   • Include a statement of what can be expected during the on-boarding process of a new client.
   • Describe in detail your approach and process for brand development from on-boarding through presentation of deliverables.
   • Provide examples where your firm provided similar services on a project with like scope and size.
   • Submit a detailed timeline of this project including critical milestones with a start date of March 1, 2020.

3. Other Items (10 points)
   • Provide three references that have used your agency for a similar project. The project should be similar in size and scope. Include a contact name, address, phone number and email.
   • List all services provided in-house and services provided by any outside consultants. If any services are to be provided by outside consultants, please provide a brief description of the firm, its role, and capabilities.

4. Cost (30 points)
   • Provide an estimated fee proposal which outlines costs associated with each phase of the branding study process.
• **What services, if any, may the University expect at no charge?**

Phone or Skype interviews with short-listed vendors will be conducted. If requested, firm must be willing to make an oral presentation to the University’s evaluation committee with no cost to UAFS.

**TERM OF CONTRACT**
The University anticipates the work will take place in multiple phases. The term of any contract resulting from this RFP (“Term”) will be for a period of one (1) year. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of six (6) renewals or seven (7) years if mutually agreed upon in writing by the Contractor and the University. The University may terminate the Agreement without cause, at any time during the Term (including any renewal periods); by giving the other party sixty (60) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

UAFS seeks to enter into a contract with a consulting firm to provide the services described with an anticipated beginning date of March 1, 2020.

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

**CANCELLATION**
The University reserves the right to cancel any resulting contract, in part or in whole, without penalty upon sixty (60) days written notice to the Contractor. Any cancellation shall not relieve the Contractor of the obligation to perform on all outstanding accounts placed prior to the effective date of cancellation.

**SUBMITTAL INSTRUCTIONS**
Bidders are to submit:

1. Five (5) hard copies;
2. One (1) digital (complete) copy on flash drive or CD; and,
3. One (1) digital (redacted) copy on flash drive or CD

Proposals must be received no later than 4:00 pm CST on **December 3, 2019**. At this time respondents to this RFP will be publicly identified, and review and evaluation of proposals will commence. The opening location will be the Business Office Conference Center at 5317B Grand Avenue, Fort Smith, AR. Sealed hand-delivered proposals will be accepted until this date and time at the bid opening location.

Proposals should be addressed to: Rhonda Caton  
Director of Procurement Services  
University of Arkansas – Fort Smith

By mail: PO Box 3649  
Fort Smith, AR 72913-3649
By courier: 5210 Grand Avenue
Plant Op, Room 139
Fort Smith, AR 72904

Telephone and/or FAX responses to this RFP will not be accepted.

Late responses, responses en route, or those left at locations other than the Office of Procurement by special carrier will not be considered if they are not in the Office of Procurement by or before the time indicated on the front of this RFP document as Proposal Opening Date and Time.

Proposal openings will be conducted open to the public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

- The offeror shall submit the RFP document separately from the Price Sheet. The Price Sheet (page 24) shall be submitted in its own sealed envelope.

INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS
Responses to inquiries which directly affect an interpretation, clarification, or change to this RFP will be issued by addendum and emailed to all parties recorded by the University as having received a copy of the RFP. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the proposer shall consider and acknowledge receipt of such in their response. Only replies from the UAFS Office of Procurement to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Any addenda issued during the proposal period will be incorporated into the resulting contract.

All questions concerning this RFP should be in written form, reference proposal number RFP #AX-20-005 in the subject line, and directed to the UAFS Director of Procurement Services on or before November 18, 2019 to:

Rhonda Caton, Director of Procurement Services
Email: rhonda.caton@uafs.edu

Proposers are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response.

ADDENDA ACKNOWLEDGMENT FORM
Answers to Vendors’ questions will be issued by addenda and posted on the UAFS website no later than November 20, 2019. It is the responsibility of each vendor to visit http://www.uafs.edu/procurement/current-bid-opportunities to see any addenda. Respondents must acknowledge receipt of all addendum as part of their proposal response package.

PROPRIETARY INFORMATION / OPEN RECORDS
Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The Vendor should submit one complete digital copy (thumb drive or CD) of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”). The redacted copy should reflect the same pagination as the original, show the empty space from which information was
redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the Vendor will be contacted prior to sending out the information.

**REJECTION OF PROPOSALS**
The right is reserved, unless otherwise stated, to accept or reject all or any proposal, or any part thereof, either separately or as a whole, or to waive any informality in a proposal and to split or make the award in any manner determined by the UAFS to be most advantageous to the University. The University reserves the right to reject any bid if the evidence submitted by, or investigations of, such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the Agreement. Submission of a proposal shall be conclusive evidence that the proposer has investigated and is satisfied as to the regulatory, technical, and physical conditions to be encountered in providing complete service to the University. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAFS (for whatever reasons), UAFS may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents.

**RESERVATION**
UAFS reserves the right to waive any technicalities or requirements of this RFP if it is determined to be in the best interest of the University.

**COST FOR PROPOSAL PREPARATION**
This invitation does not commit UAFS to pay any costs incurred in the preparation of proposals.

**RFP CANCELLATION**
The University reserves the right to cancel this Request for Proposal at any time, without penalty.

**PERFORMANCE BASED STANDARDS**
Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract between the successful Vendor and the university. Arkansas State laws regarding Performance Standards in the procurement of services must have the cooperation of the Vendor in establishing this provision as part of their purchasing agreement.

<table>
<thead>
<tr>
<th>Milestone Payment Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standards</td>
</tr>
<tr>
<td>Milestone deadlines are met</td>
</tr>
<tr>
<td>Work products are professional &amp; comprehensive</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Milestone Payment Contracts**

<table>
<thead>
<tr>
<th>Standards</th>
<th>Remedies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone deadlines are met</td>
<td>Vendor must provide an acceptable remediation plan</td>
</tr>
<tr>
<td>Work products are professional &amp; comprehensive</td>
<td>Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced</td>
</tr>
<tr>
<td></td>
<td>Replacement resources acceptable to the University of Arkansas – Fort Smith may be required.</td>
</tr>
<tr>
<td></td>
<td>Contract may be cancelled</td>
</tr>
</tbody>
</table>
ANTICIPATED RFP TIMETABLE

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>November 6, 2019</td>
</tr>
<tr>
<td>Deadline for Written Questions by Vendors</td>
<td>November 18, 2019</td>
</tr>
<tr>
<td>Deadline for Written Responses to Vendors</td>
<td>November 20, 2019</td>
</tr>
<tr>
<td>Proposals Due from Vendors</td>
<td>December 3, 2019</td>
</tr>
<tr>
<td>Interviews</td>
<td>December 9-10, 2019</td>
</tr>
<tr>
<td>Intent to Award</td>
<td>December 12, 2019</td>
</tr>
<tr>
<td>Contract Begin</td>
<td>March 1, 2020</td>
</tr>
</tbody>
</table>

There will be no penalty to UAFS should the time periods listed after the Proposal Opening Date vary. UAFS will make a good faith effort to follow the timeline above for evaluating, negotiating, and issuing an award.
STATE MANDATORY REQUIREMENTS

Vendors must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

MINORITY BUSINESS POLICY

IT IS THE POLICY OF UAFS AND THE STATE OF ARKANSAS THAT MINORITY BUSINESS ENTERPRISES SHALL HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN THE STATE PURCHASING PROCESS. THEREFORE, THE STATE OF ARKANSAS ENCOURAGES ALL MINORITY BUSINESSES TO COMPETE FOR, WIN, AND RECEIVE CONTRACTS FOR GOODS, SERVICES, AND CONSTRUCTION. ALSO, THE STATE ENCOURAGES ALL COMPANIES TO SUB-CONTRACT PORTIONS OF ANY STATE CONTRACT TO MINORITY BUSINESS ENTERPRISES.

MINORITY PURCHASING REPORTING. The Minority Business Economic Development Act (A.C.A. §15-4-301 through 15-4-314) at §15-4-303(2) defines a "Minority" as "a black citizen or black lawful permanent resident of the State of Arkansas, black African American, Hispanic American, American Indian, or Asian and Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veteran Affairs." For purchasing records and informational purposes only, pursuant to §15-4-312 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.

☐ YES ☐ NO

NON-DISCRIMINATION

UAFS does not discriminate against any employee, applicant for employment, or any person participating in any aspect of any project on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability.

CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify by signing the Bid Signature / Acknowledgement Page.

DISCLOSURE OF CONTRACTS OVER $25,000 – GOVERNOR’S EXECUTIVE ORDER 98-04

Pursuant to Executive Order 98-04 which establishes mandatory guidelines and procedures to be followed in the areas of employment, grants, contracts and purchasing to prevent waste, abuse or the appearance of impropriety and to create a clearinghouse for grants and contracts for state government, we must require as a condition of this invitation for bid, that you disclose any relationship with the State of Arkansas. As an individual, you must disclose whether you are a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. If you are a non-individual entity, you must disclose (i) any position of control, or (ii) any ownership interest of 10% or greater, that is held by a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, UA Fort Smith requires that prior to accepting a bid proposal, RFQ, or entering into negotiations for a professional consultant services contract, any entity or person interested in contracting with the University must submit a copy of their most current equal opportunity policy. UA Fort Smith will maintain a file of all vendor EO policies submitted in response to solicitations for our campus. The submission
is a one-time requirement but bidders are responsible for providing updates or changes to their respective policies. Bidders that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

This act may be viewed at http://www.arkleg.state.ar.us/assembly/2005/R/Acts/Act2157.pdf

ARKANSAS ACCESS TECHNOLOGY CLAUSE

The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards and Act 1227 of 1999, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to UA Fort Smith, 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 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; and 3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology. This access may be made 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 or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the VPAT detailing the deviation from these standards.


RESTRICTION OF BOYCOTT OF ISRAEL

The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of

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 the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Bid Signature / Acknowledgement Page, Section 11, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.
CONTRACT REQUIREMENTS

*Proposers must note in their response if they take exception to any State or Contract requirements outlined in this RFP.*

CONTRACT PERIOD

The required services described herein are to commence with a mutually agreed upon start date. The term of any contract resulting from this RFP (“Term”) will be for a period of one (1) year. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of six (6) renewals or seven (7) years if mutually agreed upon in writing by the Contractor and the University. The University of Arkansas - Fort Smith may terminate the Agreement without cause, at any time during the Term (including any renewal periods); by giving the other party sixty (60) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

CONTRACT TERMINATION AND ASSIGNMENT

UAFS shall have the right to terminate the resulting contract for any reason during its term, upon giving a minimum of sixty (60) days’ notice to the other party.

The resulting contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds for immediate termination of the contract.

CONTRACT EXECUTION DEADLINES

Due to recent Arkansas mandates which require legislative review and approval of certain contracts, the University cannot agree that any contract is void if not fully executed by a vendor-established deadline. The University will ensure that all reasonable efforts are made to process the award as quickly as possible.

FORMATION OF THE AGREEMENT/CONTRACT

At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected Contractor:

A. Accept a proposal as written by issuing a written notice to the selected Contractor, which refers to the Request for Proposal and accept the proposal submitted in response to it.

B. Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Bidder should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

The contents of this RFP will be incorporated into the final contract documents. The following order of precedence shall apply:

1. Agreement
2. Proposal
3. RFP
CONTRACT TERMS AND CONDITIONS
This RFP and the Official Signature Document (page 25) shall govern any contract issued as a result of the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. If the proposer submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with the laws of the State of Arkansas, the State laws shall govern.

APPROVAL BY ARKANSAS GENERAL ASSEMBLY
Respondents to this RFP agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Respondents further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas Fort Smith.

LIABILITY
Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

GOVERNING LAW AND VENUE
The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

SOVEREIGN IMMUNITY
The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the University agrees that: (a) it will cooperate with the Vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the Vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the University shall be construed as a waiver of the University’s sovereign immunity or the University’s right to assert in good faith all claims and defenses available to it in any proceeding.

ATTORNEY’S FEES
Neither party shall be liable to the other for any payment of attorney’s fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the agreement.
NOTICE
Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System
Attn: Office of General Counsel
2404 North University Avenue
Little Rock, AR 72207-3608
Fax: 501-686-2517

LAWS, LICENSES & TAXES
Without additional expense to the University, the Contractor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

PERFORMANCE BASED STANDARDS
Recently passed state legislation, Arkansas Public Law 557 of 2015 effective 8/1/15, requires the development and use of performance-based standards, including benchmark objectives, during the term of a service-related contract.

Any resulting contract shall contain Performance Standards which identify expected deliverables, performance measures or outcomes; and payment shall be contingent on the extent to which the performance standards were met.

FORCE MAJEURE
Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

PARKING
Parking on the University property by the Contractor’s employees shall be governed by the same regulations and fees as applied to University employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of Contractor’s employees.

Contractor employees will be required to procure a faculty/staff parking permit for vehicles to be used on the UA Fort Smith campus.

INDEPENDENT CONTRACTOR AND PRICE DETERMINATION
The Contractor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the University.
The Contractor certifies by entering into and signing a contract with the University that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to pricing with any other offeror or with a competitor. In addition, the proposer is prohibited from submitting multiple proposals in a different form; i.e., as prime proposer and as a subcontractor to another prime proposer.

All pricing will remain firm for each contract period. The Contractor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

**CONTRACT PAYMENT / INVOICES**
All invoices shall be forwarded to the UAFS Accounts Payable Office and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.

**STANDARD TERMS AND CONDITIONS – UAFS**
UAFS Procurement Services Terms & Conditions may be found at [https://uafs.edu/procurement/standard-terms-and-conditions](https://uafs.edu/procurement/standard-terms-and-conditions).
I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposer to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO._________________________
ADDENDUM NO._________________________
ADDENDUM NO._________________________

**ILLEGAL IMMIGRANT CONFIRMATION**

By signing and submitting a response to this Bid Solicitation, a Prospective Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**ISRAEL BOYCOTT RESTRICTION CONFIRMATION**

By checking the box below, a Prospective Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

☐ Prospective Vendor does not and will not boycott Israel.

____________________________________
Signature

____________________________________
Name & Title (Typed or Printed)

____________________________________
Company Name

____________________________________
Address and Telephone
ATTENTION BIDDERS – EO POLICY

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered the bidder’s response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The University of Arkansas - Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

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

Please complete and return the attached form with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

____ EO Policy attached

____ EO Policy previously submitted to UAFS Procurement Department

____ EO Policy is not available from business or person

Company or Individual Name:

____________________________________________________________________

Title:_________________________________________ Date:____________________

Signature______________________________________________________________
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.

SOCIAL SECURITY NUMBER
FEDERAL ID NUMBER
SUBCONTRACTOR:
SUBCONTRACTOR NAME:

TAXPAYER ID #: --- --- OR ---

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:

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, 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

AX-20-005 BRANDING SERVICES 16
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______Name___________________________Agency Contact Person_________________________Contact Phone No._________or Grant No.___