UNIVERSITY OF ARKANSAS – FORT SMITH

Procurement Services
5210 Grand Avenue
Fort Smith, AR 72904

REQUEST FOR PROPOSAL
RFP AX-21-004

Strategic Enrollment Management, Financial Aid
Leveraging Consulting Services

Issue Date: December 4, 2020
Deadline: December 22, 2020
1.1 INTRODUCTION
The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Fort Smith (“the University” or “UAFS”), invites proposals for “Strategic Enrollment Management, Financial Aid Leveraging Consulting Services” as described herein.

Bidders are cautioned to read the information contained in this Request for Proposal carefully and to submit a complete response to all requirements and questions as directed.

1.2 DEFINITION OF TERMS
The University has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point or item in question. The words “bidder” and “vendor” are used synonymously within this document.

1.3 CONTRACT PERIOD
The initial term of the resulting Agreement from this RFP (“Term”) shall commence on the earliest date possible (based on Legislative review and approval) and shall continue for one year, unless otherwise terminated as provided per terms of the contract. At the end of the first contract term, the Agreement shall be renewed, upon mutual agreement, for additional as-need renewal terms of one year, for a possible aggregate period of three years.

1.4 INSTITUTION SUMMARY
The University of Arkansas at 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.

In the fall of 2015, UAFS offered its first graduate degree, a Master of Science in healthcare administration. In 2019, it launched its second graduate degree, a Master of Education with emphasis areas of English and curriculum and instruction.

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.

The University of Arkansas at Fort Smith is grouped into the 101st market in terms of market size across the United States.

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
- Fall 2020 – 5,885

**Location:** Fort Smith, Arkansas  
**Website:** [www.uafs.edu](http://www.uafs.edu)

1.5 **ORAL PRESENTATION / DEMONSTRATIONS**  
In the event the University deems it necessary to request oral presentations or additional demonstrations to further explain various portions of the proposal, the bidder shall comply at its own expense.

1.6 **INTENT**  
It is the University’s intent to award an agreement to one firm with the capabilities as outlined in **Section 2**. UAFS is seeking to award a contract to the vendor that can provide the best solution and provide the best overall value to the University. This value will be determined by UAFS based on the overall competence, compliance, format and each RFP response, and oral presentation, as necessary.

1.7 **COMMITMENT**  
The University of Arkansas - Fort Smith makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the selected Supplier. No department, college, or office at the University has the authority to solicit or receive official proposals other than the Procurement Office. All solicitation is performed under the direct supervision of the Procurement Office and in complete accordance with University policies and procedures and State of Arkansas laws.

1.8 **TERMS AND CONDITIONS**  
UAFS Standard Terms and Conditions [https://uafs.edu/procurement/standard-terms-and-conditions](https://uafs.edu/procurement/standard-terms-and-conditions) 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.
**ANTICIPATED RFP TIMETABLE**

**SECTION 2**

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>December 4, 2020</td>
</tr>
<tr>
<td>Deadline for Written Questions by Vendors</td>
<td>December 11, 2020</td>
</tr>
<tr>
<td>Deadline for Written Responses to Vendors</td>
<td>December 15, 2020</td>
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<tr>
<td>Proposals Due from Vendors</td>
<td>December 22, 2020</td>
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<tr>
<td>Oral / Online Presentations from Selected Vendors</td>
<td>TBD</td>
</tr>
<tr>
<td>Intent to Award</td>
<td>TBD</td>
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<tr>
<td>Contract Start Date</td>
<td>TBD</td>
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</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.
Scope of Services
Section 3

3.1 Purpose
UAFS seeks a partner to assist in analyzing historic and current prospective student data to build an enrollment model designed to implement statistical analysis of potential students from prospect to application and application to enrollment. This process includes building a financial aid modeling system that utilizes machine learning and predictive analytics that allows the university to evaluate, create, and implement financial aid scenarios at any point in the awarding process. Proposers should approach this project focusing on the first year and how they can help us integrate financial aid with enrollment projections for the Fall 2022 entering class.

• Review financial aid data and collaborate with the university to build an awarding model that prioritizes institutional goals for the number of students enrolled as well as sub-goals for student characteristics.
• The model must allow near real time aid adjustment calculations, including student-level upward and downward adjustments in aid, which show projected affect both enrollment and net tuition revenue.
• Must offer bi-directional, automated integration with Technolutions Slate CRM and Workday.

3.2 Organizational Overview
• Provide a general overview of your organization, including the following information: the nature of company ownership, number of employees, and the year the organization was founded.
• Include contact information (email addresses) of all personnel who should be included on any correspondence related to this RFP.
• Have there been any changes in ownership over the past five years? If so, please describe.
• Describe the financial strength of your company.
• How many institutions use your organization’s solutions today?

3.3 Overview of Services
• Describe your company’s experience in building a scenario-based database utilizing combined financial aid, admissions and digital behavioral data.
• Describe all the variables you use to build your model for predicting likelihood for students to apply, likelihood for applied students to enroll and how either of those models are integrated into the financial aid model.
• Describe the accuracy of your statistical models and how you adjust them to become more accurate in order to inform policies and modeling for alternative marketing, admitting and awarding strategies.
• Describe your ability to create multiple live simulation models and quickly evaluate multiple aid policy scenarios for “as the need arises” implementation.
• Describe your dashboard system and its availability for use by the institution in ways that inform both marketing and awarding decisions in real time. Please include any system of reporting or consulting that you offer to the institution throughout the year.
• Describe the team that would be dedicated to this project. How available would they be to UAFS? Are your consultants permanent staff members or contract employees?
• Provide evidence of your ability to conduct ongoing research into issues related to financial aid and enrollment management. Describe how those best practices are incorporated into your services, as well as your ability to support University leadership with research-based advice, recommendations, and best practices.

3.4 FINANCIAL AID POLICY DEVELOPMENT
Describe your ability to accomplish the following objectives:

• Analyze trends in the relationship between financial aid and student behavior using a minimum of three years’ worth of historical enrollment and financial aid data, and present findings through a consultative, in-person session.
• Benchmark UAFS’s historical performance against relevant peers or other data sets.
• Develop econometric models to identify under- and over-awarded students and to understand the factors that influence student enrollment.
• How will you support UAFS during the admit and award cycle? How often will you monitor the University’s deposits and advise on strategies to optimize performance?

3.5 FOUR-YEAR NET REVENUE MODEL (IF INCLUDED)
• Ability to construct a four-year net revenue model to compare the full financial impact over four years for each aid strategy under consideration (if included).

3.6 RETENTION ANALYSIS (IF INCLUDED)
• Ability to analyze retention behavior as it relates to a multitude of factors.

3.7 REFERENCES
• Provide three references from other current higher education institutions using your services. Include the name, address, telephone number, and email address of the contact who can speak knowledgeable about the quality, timeliness, and cost of your solution.
SUBMISSION INSTRUCTIONS
SECTION 4

4.1 BIDDER MUST SUBMIT:
- One complete copy sent to rhonda.caton@uafs.edu
- One redacted copy sent to rhonda.caton@uafs.edu (see Section 4.13)

The subject line of the email should read AX-21-004 RFP SUBMISSION.

Proposals must be received no later than 3:00 pm CST on December 22, 2020. You will receive an email reply confirming receipt of your proposal. If you do not receive a confirmation, call 479-788-7073 to ensure your proposal was received.

4.2 INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS
Responses to inquiries which directly affect an interpretation, clarification, or change to this RFP will be issued by addendum. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the Vendor 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-21-004 in the subject line, and directed to the UAFS Director of Procurement Services on or before December 11, 2020 to:

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

Vendors 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.

4.3a ADDENDA ACKNOWLEDGMENT FORM
Answers to Vendors’ questions will be issued by addenda and posted on the UAFS website no later than end of day December 15, 2020. The University will also issue addenda by email to all parties recorded by the University as having received a copy of this RFP, but it is the responsibility of each vendor to visit http://www.uafs.edu/procurement/current-bid-opportunities to see any addenda. Vendors must acknowledge receipt of all addendum as part of their proposal response package.

4.4 PROPOSAL CONTENTS
In order to simplify the University’s task of evaluating all of the proposals, we ask that the Proposal be tabbed and labeled to facilitate ease of verifying mandatory requirements. The Proposal should follow the flow of this RFP as closely as possible.

4.5 CAUTIONS TO BIDDERS
State law requires that the proposal be submitted no later than the date and time specified in this RFP. Those mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals to the issuing office. Any proposal received after the scheduled opening date and time will be immediately disqualified.
Proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

4.6 FINANCIAL PROPOSAL
Bidders must use the Official Price Sheet or equivalent. Provide a complete breakdown of the deliverables and services to be provided along with a complete breakdown of what the costs will be. Estimated proposal prices are not acceptable. Proposal prices will be considered to be Vendor’s best and final offer, unless otherwise stated in the RFP. The Vendor’s response will be incorporated as part of the final contract.

4.7 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.

Proposals may be disqualified and rejection of proposal may be recommended to UAFS for any of, but not limited to, the following causes:

1. Failure to use the proposal form furnished by UAFS.
2. Lack of signature by an authorized representative on the proposal form.
3. Failure to properly complete the proposal.
4. Evidence of collusion among bidders.
5. Unauthorized alteration of proposal form.
6. Rejection of Arkansas state requirements and/or contract requirements.

4.8 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.

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

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

4.11 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.

4.12 COST FOR PROPOSAL PREPARATION
This invitation does not commit UAFS to pay any costs incurred in the preparation of proposals.
4.13 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. 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.

4.14 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 UA FS 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 Vendor 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 UA FS (for whatever reasons), UA FS may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents.

4.15 PROPOSAL GUARANTEE
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 will be subject to review by UA general counsel and subject to the laws of the State of Arkansas.
PROPOSAL EVALUATION CRITERIA

SECTION 5

5.1 PROPOSAL EVALUATION CRITERIA

UAFS will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of UAFS.

It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on UAFS assessment of the Vendor’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals.

Submission of a proposal indicates bidder’s acceptance of the evaluation technique and bidder’s recognition that some subjective judgments must be made by UAFS during the assigning of points.

Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible.

5.2 EVALUATION / SELECTION CRITERIA

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>WEIGHT</th>
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<tbody>
<tr>
<td>Demonstrates an effective, client-specific, financial aid net-revenue maximized leveraging analysis and strategy aligned with University enrollment goals.</td>
<td>20</td>
</tr>
<tr>
<td>Demonstrates an effective prospective student predictive model that leads to efficiencies and enrollment success for an institution.</td>
<td>20</td>
</tr>
<tr>
<td>Vendor’s current and past success with other institutions (in similar size) in reaching established enrollment goals.</td>
<td>15</td>
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<tr>
<td>Recommendations and references from other current higher education institutions (of similar size) related to firm’s quality, timeliness, and cost.</td>
<td>15</td>
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<tr>
<td>Overall price.</td>
<td>30</td>
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<td>TOTAL MAXIMUM POINTS</td>
<td>100</td>
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5.2a OVERALL PRICE

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 150 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the Vendor on the Official Bid Price Sheet, but subsequently incurred, will be borne by the Vendor.

Points shall be assigned for the cost of the specific components and services, which comprise the overall system, including annual maintenance cost, as follows:
• Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
• The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
• Remaining bids will receive points in accordance with the following formula:

\[
\left(\frac{a}{b}\right)c = d
\]

- \(a\) = lowest cost bid in dollars
- \(b\) = second (third, fourth, etc.) lowest cost bid
- \(c\) = maximum points for Cost category (20)
- \(d\) = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.
OFFICIAL PRICE SHEET  
SECTION 6

All charges associated with the proposed work to be performed shall be included on the Official Price Sheet. Display anticipated annual costs for the duration of the contract.

All pricing set forth in any response to this RFP shall be unconditionally guaranteed for a minimum of six months from the published due date for responses to this RFP.

The University will not be obligated to pay any costs not identified accordingly.

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<th>ITEM</th>
<th>DESCRIPTION</th>
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<tr>
<td>TOTAL</td>
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</table>
BID SIGNATURE / ACKNOWLEDGEMENT PAGE AX-21-004
SECTION 7

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR
PROPOSAL RESPONSE

I, the undersigned duly authorized representative of the Bidder, understand that the Proposal must be signed by the Bidder or an authorized representative of the Bidder. 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 Bidder 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 solicitation, a Prospective Bidder agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Bidder 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 Bidder agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

☐ Prospective Bidder does not and will not boycott Israel.

SUBMITTAL ACKNOWLEDGEMENT

☐ Per submittal instructions (page 7), Prospective Bidder acknowledges proposal includes one (1) complete copy and one (1) redacted copy sent by email. Prospective Bidder further acknowledges that if a redacted copy is not included in bid submission, bidder’s complete proposal will be used in the event of a FOIA request, without further notice to the respondent.

____________________________________  ______________________________________
Name & Title                           Signature

____________________________________  ______________________________________
Company Name                          Telephone

____________________________________
Address

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STATE MANDATORY REQUIREMENTS
SECTION 8

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

8.1 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.

8.1a 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

8.2 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.

8.3 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.

8.4 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.
8.5 **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](http://www.arkleg.state.ar.us/assembly/2005/R/Acts/Act2157.pdf)

8.6 **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](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.


8.7 **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
SECTION 9

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

9.1 CONTRACT PERIOD
The initial term of the resulting Agreement from this RFP ("Term") shall commence on the earliest date possible (based on Legislative review and approval) and shall continue for one year, unless otherwise terminated as provided per terms of the contract. At the end of the first contract term, the Agreement shall be renewed, upon mutual agreement, for additional as-needed renewal terms of one year, for a possible aggregate period of three years.

9.2 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.

9.3 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.

9.4 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

9.5 CONTRACT TERMS AND CONDITIONS
This RFP and the Official Signature Document 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 bidder 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.
9.11 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

9.12 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.

9.13 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. See Section 7.

9.14 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.

9.15 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.

9.16 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 bidder or with a competitor. In addition, the bidder is prohibited from submitting multiple proposals in a different form; i.e., as prime bidder and as a subcontractor to another prime bidder.

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.

9.17 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.
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

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.

<table>
<thead>
<tr>
<th>SOCIAL SECURITY NUMBER</th>
<th>FEDERAL ID NUMBER</th>
<th>SUBCONTRACTOR</th>
<th>SUBCONTRACTOR NAME</th>
</tr>
</thead>
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</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>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.]</th>
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<td>Current</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Former</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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.

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>What is the person(s)' name and what is his/her % of ownership interest and/or what is his/her position of control?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
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</tr>
</tbody>
</table>

- 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______Name____________________Agency Contact Person__________Contact Phone No._________or Grant No.______