REQUEST FOR PROPOSAL
RFP# AX-16-003
Executive Search Firm

ISSUE DATE: August 19, 2015
DUE DATE: September 18, 2015

Submittal due date and time:

Six (6) hard copies, and one digital copy (see Section 1.7) must be submitted and received by 3:00 pm local time on September 18, 2015.

University of Arkansas - Fort Smith
Procurement Services
5210 Grand Avenue
PO Box 3649
Fort Smith, AR 72913
ATTN: Rhonda Caton
TEL: (479)788-7073

LATE SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER’S NAME, AND RETURN ADDRESS.

A copy of this bid document is available in PDF format at:
http://uafs.edu/procurement/current-bid-opportunities
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1.1 INTRODUCTION
The Board of Trustees of the University of Arkansas acting for and on behalf of the administration of the University of Arkansas - Fort Smith (UAFS) seeks proposals from reputable Executive Search Firms and consultants to assist in the recruiting and hiring of the institution’s next Vice Chancellor for Finance and Administration (VCFA). The VCFA is the chief financial and business officer of UAFS and reports to the UAFS Chancellor. The position carries a nationally competitive salary commensurate with experience and qualifications.

All questions regarding the goals and objectives of the services should be directed to:

Paul B. Beran, PhD
Chancellor, UAFS
Tel. 479-788-7007
Email: paul.beran@uafs.edu

The purpose of this Request for Proposal is to identify, evaluate, screen and ultimately select an executive search firm to assist the administration of the University of Arkansas - Fort Smith in the recruitment of the institution’s next Vice Chancellor for Finance and Administration. The VCFA is a key member of the institution’s senior leadership team and chief advisor to the Chancellor on budget, finance, business and facility services. The VCFA provides leadership within the institution to a large team of specialist professional managers responsible for a complex and comprehensive array of campus functions and departments including the business office, payroll, human resources, plant operations, campus security, information technology, procurement, and contracting.

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”, “vendor”, “contractor”, “provider”, “proposer”, “respondent”, “supplier”, and “offeror” are used synonymously within this document. “Agreement” refers to the contract resulting from this RFP.

1.3 PROPOSAL GUARANTEE
Unless a Bidder specifically provides otherwise, in its written proposal, the proposal received by the University in response to this Request for Proposal shall automatically be deemed to include the firm’s agreement to the following provisions:

The proposal constitutes an offer from the Bidder which shall remain open and irrevocable for a period of ninety (90) days from the deadline for submitting proposals; and,

The Bidder consents to the University contacting and obtaining any information relevant to this Request for Proposal from the references identified by the Bidder in its proposal or others.

1.4 COMMITMENT
No department, college, or office at the University has the authority to solicit or receive official proposals other than the office of Procurement Services. All solicitation is performed under the direct supervision of
the Director of Procurement Services and in complete accordance with University policies and procedures and State of Arkansas laws.

1.5  SUBMITTAL INSTRUCTIONS AND UAFS CONTACT INFORMATION
Six (6) hard copies, and one digital copy (see Section 1.7) must be submitted and received no later than 3:00 pm local time on September 18, 2015. 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 Room on the UAFS campus. Hand delivered, sealed 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

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

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

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.

1.6  INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS
Responses to inquiries which directly affect an interpretation, clarification, or change to this RFP will be issued by addenda and emailed or faxed 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 Services 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-16-003 in the subject line, and directed to the UAFS Director of Procurement Services:
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.
1.6a. ADDENDA ACKNOWLEDGMENT FORM

Answers to vendors’ questions will be issued by addenda. Respondents must include any Addenda Acknowledgement Form as part of the proposal response package.

1.7 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 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.

1.8 TERMS AND CONDITIONS

This RFP and the Official Signature Document (page 18) 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.

1.9 RESERVATION

UAFS reserves the right to accept or reject any or all proposals or any part of a proposal. Further, in order to achieve the greatest economic benefit for the University, the Director of Procurement Services may re-advertise for proposals, negotiate a service contract, or complete any other action consistent with Arkansas purchasing laws.

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.

1.10 COST FOR PROPOSAL PREPARATION

This invitation does not commit UAFS to pay any costs incurred in the preparation of proposals.
STATE MANDATORY REQUIREMENTS
SECTION 2

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

2.1 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.

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

2.2 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.

2.3 CERTIFICATION OF ILLEGAL IMMIGRANTS
Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at the Vendor Illegal Immigrant Contracting Disclosure Reporting Screen:

https://www.ark.org/dfa/immigrant/index.php/user/login

The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

2.4 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.

2.5 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)
Proposers must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

3.1 CONTRACT PERIOD
The required services described herein are to commence as soon as possible and shall continue in force until either 1) the position is filled; or 2) March 31, 2016. Thereafter, if needed, the contract will be renewed upon mutual agreement of both parties for a period of additional years (not to exceed six years) unless terminated sooner.

3.2 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.

3.2 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

3.4 CONDITIONS AND TERMS OF PROPOSAL
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.
3.5 **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.

3.6 **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.

3.7 **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.

3.8 **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.

3.9 **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.
3.10 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

3.11 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 if/when implemented by the University.

3.12 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.

3.13 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.
BACKGROUND INFORMATION - UAFS
SECTION 4

UAFS 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 operating as the University of Arkansas – Fort Smith. This took place on January 1, 2002 and since that date, the institution has steadily and sometimes dramatically grown in enrollment, complexity, resources, economic impact, geographic reach, and in the number of baccalaureate degree programs offered and will soon offer its first graduate level degree, a masters in health care administration. 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 System includes the state’s 1871 flagship, land-grant research university; Arkansas’s institution for medical education, treatment and research; a major metropolitan university; an 1890 land-grant university; two regional universities serving southern and western Arkansas; five community colleges; two schools of law; a presidential school; a residential math and science high school; and divisions of agriculture, archeology and criminal justice. The System is administered a System president under the authority and governance of a nine-member Board of Trustees who serve ten-year appointments at the pleasure of the governor.

The UA System provides communities in Arkansas with access to academic and professional opportunities, develops intellectual growth and cultural awareness in its students and provides knowledge and research skills to an ever-changing society. The system enrolls more than 60,000 students, employs over 17,000 employees, and has a total budget of over $2 billion. An intrinsic part of the texture and fabric of Arkansas, the UA System is a driving force in the state’s economic, educational and cultural advancement.

For more information on UAFS visit www.uafs.edu. For more information on the UA System, visit www.uasys.edu.
SCOPE OF WORK
SECTION 5

The University is seeking a full-service recruitment firm/consultant to execute a successful search for the next vice chancellor for finance and administration at UAFS. Services at a minimum will include the design and execution of all steps to define the search, develop collaborative descriptions of duties for the position, find and recommend potential candidates for the position and present candidates to Chancellor of UAFS for the final hire decision and assist in the execution of the hiring process.

References will not be contacted until advanced stages of screening. The selection process will continue until the position is filled. This position is subject to a pre-employment criminal background and financial history background check. A criminal conviction or arrest pending adjudication or adverse financial history information alone shall not disqualify an applicant in the absence of a relationship to the requirements of the position. Background check information will be used in a confidential, non-discriminatory manner consistent with state and federal law.

The University of Arkansas System and UAFS are equal opportunity, affirmative action institutions, committed to achieving diversity in its faculty, staff and student body. All applicants are subject to public disclosure under the Arkansas Freedom of Information Act, and persons hired must have proof of legal authority to work in the United States.
6.1 PROPOSAL FORMAT AND CONTENT

1. Describe your unique qualifications and experience (see the first evaluation criteria item).
2. Provide references directly relevant to the scope of this project (see Section 6.7).
3. Describe current and projected workload and work capacity (see the third evaluation criteria item).
4. Describe work elements and how they will be performed.
5. Provide a project schedule showing allocation of effort and estimated completion date.
6. Provide a summary of all project costs with not-to-exceed budgets for reimbursable expenses such as travel, communications, supplies, printing, etc.

6.2 ORGANIZATION

Bidder is to describe the organizational line of authority for management personnel from the local to the highest corporate level.

6.3 SUPPORT STAFF & PERSONNEL

The Contractor shall provide all personnel, labor and administrative and financial support as needed to meet the requirements of the services requested herein. Bidder is to describe the support staff who are available to support local personnel, their qualifications, geographic location, and types of support to be provided and under what conditions.

6.4 REFERENCES

A minimum of three (3) references must be provided, including the organization’s name, address, contact person and telephone number. References are to be parties who can attest to the qualifications relevant to providing services requested. Please see form on Page 11.

6.5 PROPOSAL EVALUATION

For those proposals deemed responsive as determined by the University, evaluation will be based on, but not limited to, the following criteria:

1. Responses to the RFP, including the articulation of various search services offered and their respective costs.
2. The firm’s experience and success in the administration of similar search projects, with customer references.
3. The qualification and experience of individuals to be assigned to the search project.
4. The cost to the University of Arkansas.
5. The availability of the search firm to assist the University’s search committee in identifying top candidates in a timely manner.

6.6 EVALUATION CRITERIA

In general, all proposals will be evaluated as to their ability to provide the requested services and financial objectives of the University. Specifically, the University will review all accepted proposals with particular emphasis on the following:
1. Demonstrated experience and competence in performing the defined scope of work. Specifically, respondents must indicate their unique qualifications and experience including references for at least three (3) projects of similar size and scope performed in the higher education sector during the last five (5) years: Equals 30% of scoring.

2. Prior performance as verified based upon references provided in Criteria 1 above and through other inquiries made by the University: Equals 25% of scoring.

3. Quality, compliance, and completeness of proposal: Equals 20% of scoring.

4. Price proposal, including any guarantees (see Section 7): Equals 15% of scoring.

5. Estimated capacity to perform the work defined. Respondents are to provide the names and brief biographies of the individuals who will be performing this work, and an organizational chart. Also list other work commitments to be met during the estimated duration of this assignment. Equals 10% of scoring.

Respondents will be ranked and the highest ranked Bidder will be awarded the Professional Services Contract for Executive Search Firm.

6.7 REFERENCES
Bidders shall submit three recent customer references of companies for whom you have provided Executive Search Committee Services:

1. Company Name ______________________________________________
   Address ____________________________________________________
   Company Phone Number _______________________________________
   Contact Person_______________________________________________
   Contact Phone Number ________________________________________

2. Company Name_______________________________________________
   Address ____________________________________________________
   Company Phone Number _______________________________________
   Contact Person_______________________________________________
   Contact Phone Number ________________________________________
3. Company Name_______________________________________________

Address _____________________________________________________

Company Phone Number _______________________________________

Contact Person_______________________________________________

Contact Phone Number _________________________________________
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.

The following benchmarks are proposed by the University and will be incorporated into any resulting contract. However, the University will consider alternates which must be proposed below by the vendor:

1. First payment - 1/3 of the estimated total fee and billed on commencement.
2. Second payment - 1/3 of the estimated total fee when a short-list of candidates is provided.
3. Final payment - the balance after the successful candidate signs the employment contract.

Firms shall guarantee to conduct a replacement search at no charge if a recruited candidate stops working with the University within one year.

Firms shall guarantee to conduct a replacement search at a reduced rate if a recruited candidate stops working with the University within five years.

Vendor accepts the above performance standards. Indicate reduced rate (if any) if a recruited candidate stops working within 1 year ________; 2 years ________; 3 years ________; 4 years ________; 5 years ________

NOTE: Non-acceptance of these standards or failure to propose alternative performance standards and benchmark objectives may result in rejection of your bid. The University reserves the right to reject any proposed alternates.

Vendor proposes the following alternate performance standards and benchmark objectives:
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>August 19, 2015</td>
</tr>
<tr>
<td>Bidder Questions Due</td>
<td>August 26, 2015</td>
</tr>
<tr>
<td>Response to Bidder Questions</td>
<td>September 9, 2015</td>
</tr>
<tr>
<td>RFP Due Date</td>
<td>September 18, 2015</td>
</tr>
<tr>
<td>Contract Award</td>
<td>TBD</td>
</tr>
</tbody>
</table>
OFFICIAL SIGNATURE DOCUMENT
SECTION 9

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

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.

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.

__________________________________  _________________________________________
Signature       Name & Title (Typed or Printed)

__________________________________
Company Name

__________________________________  _________________________________
Address                  Telephone          Email
ATTENTION BIDDERS

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.

Sincerely,

Rhonda Caton
Director of Procurement
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.

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

TAXPAYER ID #: ___ ___ OR ___ ___

☑ Yes ☐ No

TAXPAYER ID NAME: ________

☐ Goods? ☐ Services? ☐ Both?

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

ADDRESS:

CITY: ______
STATE: ______
ZIP CODE: ___

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</th>
<th>For How Long?</th>
<th>What is the person(s) name and how are they related to you?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
<td>[senator, representative, name of board/commission, data entry, etc.]</td>
<td>From MM/YY</td>
<td>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</td>
</tr>
<tr>
<td></td>
<td>Former</td>
<td></td>
<td>To MM/YY</td>
<td>Person's Name(s)</td>
</tr>
<tr>
<td>General Assembly</td>
<td></td>
<td></td>
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<td>Relation</td>
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<tr>
<td>Constitutional Officer</td>
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<tr>
<td>State Board or Commission Member</td>
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<tr>
<td>State Employee</td>
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</tbody>
</table>

☐ 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</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>
<td>[senator, representative, name of board/commission, data entry, etc.]</td>
<td>From MM/YY</td>
<td>Person's Name(s) Ownership Interest (%) Position of Control</td>
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</tbody>
</table>

☐ 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

<table>
<thead>
<tr>
<th>Agency Number</th>
<th>Agency Name</th>
<th>Agency Contact Person</th>
<th>Phone No.</th>
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