



## University of Arkansas at Fort Smith

5210 Grand Avenue  
Fort Smith, AR 72904

### REQUEST FOR PROPOSAL AX-26-004

#### MARKETING & ADVERTISING SERVICES

SOLICITATION INFORMATION			
Bid Number:	AX-26-004	Solicitation Issued:	February 12, 2026
Description:	Marketing & Advertising Services		

SUBMISSION DEADLINE FOR RESPONSE			
Deadline:	March 12, 2026	Bid Opening Time:	3:00 p.m., Central Time
Proposals <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals on or before the bid opening date and time. Proposals received after the designated deadline <b>shall</b> be considered late and <b>shall</b> be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	One (1) hard copy, one (1) digital copy, and one (1) digital redacted copy should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.  See page 10, <b>PROPRIETARY INFORMATION / OPEN RECORDS</b>  Shipping label or outer packaging should reference: <b>AX-26-004 Marketing &amp; Advertising Services</b>

UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Lance Killough, Director Procurement & Contracts	Phone Number:	479-788-7073
Email Address:	<a href="mailto:lance.killough@uafs.edu">lance.killough@uafs.edu</a>	UAFS Website	<a href="https://uafs.edu">https://uafs.edu</a>

## PROJECT SCOPE

The Board of Trustees of the University of Arkansas System, for and on behalf of the University of Arkansas – Fort Smith (UAFS), is seeking proposals from qualified firms to provide marketing and advertising services that support student recruitment and enrollment growth for both UAFS academic programs and workforce development initiatives.

UAFS seeks a proactive marketing partner with demonstrated higher education experience who brings informed guidance, strong creative, and disciplined execution. We value partners who bring the same focus, urgency, and follow-through that our students bring to achieving their goals.

The selected firm should be comfortable challenging assumptions, using research and performance data to recommend direction, testing messaging and tactics, and adjusting quickly when results indicate a better approach. Services may include strategy, messaging, creative development, campaign planning, and analysis and reporting, with media planning and placement provided either by the University or the agency depending on the proposal track.

## Proposal Tracks

- **Track 1: Strategic + Creative Partner (Media Optional).**

Firms responding under Track 1 should demonstrate strengths in enrollment-focused marketing strategy, messaging development, market and audience research, creative concepting, and media planning, with a proven track record of serving as a proactive strategic advisor. Media placement may be proposed as an optional, clearly itemized service, but UAFS reserves the right to place media directly and/or retain control of media buying and analytics.

- **Track 2: Full-Service Marketing Partner (Strategy, Creative, and Media Buying).**

Firms in this track should provide fully integrated services that include marketing strategy, messaging development, market and audience research, creative development, campaign execution, and comprehensive media planning and placement, with a demonstrated commitment to budget stewardship, transparency, and a proven track record of serving as a proactive strategic advisor.

This Request for Proposals (RFP) outlines basic requirements for services to be provided. The University of Arkansas – Fort Smith is the client and makes no guarantee as to the number and size of projects which may be awarded under this proposal. The University's Marketing Office will be the firm's point of contact throughout the resulting contract and will coordinate the professional services required of the firm.

The initial term for the agreement will be two (2) years with an option to renew for five (5) additional one-year terms if mutually agreed upon by the University of Arkansas – Fort Smith and the firm.

The project scope may include phased and prioritized omnichannel strategies designed to ensure cohesive messaging across digital and traditional platforms while maximizing impact within available budget.

## Capabilities and Attributes Being Sought

The University seeks a partner that demonstrates strategic discipline, creative excellence, and the ability to work effectively with a lean internal team. UAFS is seeking an experienced agency with a proven ability to serve as a proactive strategic partner to help our university meet its enrollment goals for its traditional offerings and workforce development initiatives. Agencies may respond under Track 1, Track 2, or both.

- Demonstrated experience developing and executing enrollment marketing strategies and tactics that directly support and influence recruitment outcomes, including inquiries, applications, yield, and student engagement across the recruitment funnel.
- Demonstrated experience in conducting marketing and audience research that directly informs enrollment marketing strategy, including identifying and prioritizing prospective student groups, understanding where and how they engage, and using insights into motivations and barriers to guide messaging, media, and tactics.
- Experience working with higher education CRM platforms, including Slate, to support audience segmentation, campaign coordination, and performance analysis.
- Ability to provide strategic guidance on video content planning including format selection, messaging hierarchy, platform-specific practices, and campaign integration, while collaborating closely with in-house creative and video staff to extend the value and lifespan of video content rather than relying on external sources.
- Strong creative storytelling capabilities that resonate with university priority and secondary audiences.
- Demonstrated success integrating campaigns across channels to ensure consistent brand voice and message alignment.
- Proven ability to market workforce development offerings, including short-term credentials and training programs, with an understanding of the distinct audiences, decision timelines, and value propositions associated with workforce-education.

For Track 1 proposals, emphasis should be placed on strategy, creative services, and campaign design, with media buying presented only as an optional, clearly itemized service.

For Track 2 proposals, firms should address strategy, creative, and media placement and analysis as an integrated offering.

## 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.

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 905 total employees (including student employees).

The University of Arkansas - Fort Smith is in the 96<sup>th</sup> largest Designated Market Area (DMA) in the United States.

**Mission:** UAFS empowers the social mobility of its students and the economic growth of the River Valley through exceptional educational opportunities and robust community partnerships.

**Vision:** Through dynamic academic programs, innovative research opportunities, and transformational centers of intellectual and economic development, UAFS will advance its community and become an institution renowned for educating and inspiring the ambitious students who call it home.

**Enrollment:**

- Fall 2020 – 5,887
- Fall 2021 – 5,447
- Fall 2022 – 5,379
- Fall 2023 – 5,506
- Fall 2024 – 5,496
- Fall 2025 – 5,498

**Location:** Fort Smith, Arkansas

**Website:** [www.uafs.edu](http://www.uafs.edu)

## Description of Working Relationship

UAFS maintains dedicated marketing and communications teams and seeks an agency that will function as a true partner and extension of internal capacity, not a replacement.

We seek a partner with a proven track record of serving as a proactive strategic advisor. This includes a willingness to challenge assumptions, recommend alternative approaches when data or performance indicates a need for change, and quickly pivot strategies.

Depending on the proposal track, the agency may manage media planning and placement or collaborate with UAFS on strategic guidance and media planning while the University executes media buying and campaign administration.

UAFS anticipates meeting with agency representatives at least bi-weekly to review campaign performance, key performance indicators, and upcoming priorities. The selected agency will be expected to collaborate closely with marketing, communications and enrollment management teams to ensure alignment.

# Requirements

## General Expertise

- Demonstrated experience in higher education marketing, with measurable enrollment-related outcomes.
- Proven ability to craft marketing strategies across multiple channels, tailored to higher education audiences.
- Strong knowledge of trends in student recruitment and retention, as well as emerging practices in non-credit & workforce development offerings and community engagement.
- Proficiency in using data analytics and AI-driven insights to measure campaign success and refine strategies.
- Expertise in market and audience research and demonstrated ability to translate this research into recommendations that guide messaging, media planning, and channel prioritization.
- Experience in marketing workforce development offerings, including short-term credentials and training programs, and understanding of the distinct audiences, decision timelines, and value propositions associated with workforce-education.

## Creative Capabilities

- Expertise in creating compelling, audience-specific messaging and visuals.
- Experience producing creative assets that balance brand consistency with performance-driven execution.
- Strong storytelling skills aligned with institutional mission and value proposition.

## Digital and Advanced Analytics

- Mastery of digital marketing platforms including Google Ads, social media, programmatic advertising, and emerging AI-assisted tools.
- Demonstrated ability to apply marketing techniques such as predictive analytics, automated audience segmentation, dynamic creative optimization, and personalization at scale.
- Ability to track, analyze, and optimize campaigns, in real time using both traditional metrics and AI-enhanced insights to ensure high ROI.

## Collaborative and Transparent Work Style

- Willingness to work closely with internal marketing, communications and enrollment management teams.
- Clear and transparent communication practices, including regular updates, reports, and meetings.
- Commitment to transparency in pricing, data usage, and decision-making processes.

## Brand Management

- Ability to maximize the impact of campaigns within defined budget constraints.
- Transparent fee structures, including disclosure of commissions, markups, or licensing costs.

## Reporting and Results

- Regular reporting on KPIs tied to recruitment and engagement objectives.
- Ability to clearly explain results and optimization decision to non-technical stakeholders.

## GOALS

The University has set marketing, recruitment, and retention goals focused on engaging primary and secondary audiences. The primary focus will be on traditional undergraduate, transfer, and some college no credential audiences, with secondary consideration for adult learners, graduate, parents, and community stakeholders as appropriate.

UAFS values partners who emphasize learning, testing, optimization, and continuous improvement rather than one-time campaign execution.

## OTHER

- The University of Arkansas – Fort Smith will retain ownership rights of all materials developed during the relationship.
- The University has the right to utilize any creations developed as templates for additional collateral.
- The selected vendor must follow the UAFS logo, style-guide, and University-provided theme lines.

## SELECTION CRITERIA & BASIS OF AWARD

An evaluation committee will evaluate the proposals received as a result of this RFP.

A firm will be selected on the bases of the proposal submitted which is, in the opinion of UAFS administration, in the best interest of the university when all factors are considered. Factors considered will include, but are not limited to:

- Cost
- Services Rendered
- Quality of Product
- Experience
- Reporting

It must be recognized by the interested parties submitting proposals that some of these factors are judgment items and the decision of the administration as approved by the UA System Board of Trustees is final. The University reserves the right to reject any and all proposals, or parts thereof, and to waive informalities in proposals received. The University shall be free to accept whichever submittal(s) it deems most advantageous.

## COST

Proposals must clearly separate professional service fees (strategy, creative, reporting) from media placement costs.

- Track 1: Provide professional service fees. If media placement is offered, it must be priced separately as an optional add-on.
- Track 2: Provide a full breakdown of professional services fees, media costs, and any associated commissions or markups.

## FORMAT - PROPOSAL AND SELECTION CRITERIA

Firms must indicate whether they are submitting under Track 1 (Strategic + Creative Partner, Media Optional), Track 2 (Full-Service Marketing Partner, including Media Buying), or both. If both, proposals must be clearly identified and separated.

The remainder of the proposal should follow the guidelines below which also serve as the Proposal and Selection Criteria.

### 1. General Company Overview (5 points)

- Provide a company overview that outlines your key competencies and approach to media buying.
- Include an overview on what sets you apart from other agencies.
- List the experiences and role of staff members who will work on the account. Include titles, roles, responsibilities and office location. Identify the expectations for interactions with the internal UAFS team.

### 2. General Capabilities and Qualifications (25 points)

- Include a statement of what can be expected during the on-boarding process of a new client.
- Explain your process for meeting, reporting and sharing of updates during the advertising buy cycle.
- Provide capabilities of the agency's media department and practices used to ensure efficient and effective media placement.
- The University expects billing transparency and a clear delineation between media placements costs and costs associated with professional services. Agency invoices should denote and detail media placement costs versus agency fees and/or hourly fees.

### 3. Solution and Approach (30 points)

- Provide a list and explanation of the digital strategies currently available through your firm.
- The services available should include a wide array of tactics to include paid search, television placement, print advertising, digital advertising offerings, and other suggested tactics.
- Describe the methodology to justify media investments and describe how ROI is established and measured. This should include a listing of Key Performance Indicators.
- Describe the agency's strategic process including research, placement, and analysis.
- Indicate any work that is outsourced.

### 4. References and Case Studies (10 points)

- Provide examples of at least one multi-platform campaign (digital, traditional, etc.) completed with the past two years for a similar client.
- Provide an example of how your agency's approach to media planning and buying has benefited a client's ability to engage a large proportion of their target audience with minimal advertising dollars.

- Provide at least three professional references from comparable clients.

#### 5. Cost (30 points)

- Provide an estimated fee structure of agency charges for placing media.
- What services, if any, may the University expect at no charge?

Firms must supply a Price Proposal Sheet for all services offered, including agency mark-up for media buying, etc.

If requested, firm must be willing to make an oral presentation to the University's evaluation committee.

The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth. No other factors or criteria shall be used in the evaluation.

Once a selection is made, a contract will be negotiated subject to approval by the Board of Trustees of the UA System.

## TERM OF CONTRACT

The initial term of the resulting Agreement from this RFP ("Term") shall commence on July 1, 2026 (or the earliest possible date based on Legislature review and approval) and shall continue through June 30, 2028, unless otherwise terminated as provided per terms of the contract. At the end of the initial two (2) year term, the Agreement shall be renewed for additional renewal terms of one year (the period from July 1 through June 30) each, unless otherwise terminated, through June 30, 2033.

## 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 Vendor. Any cancellation shall not relieve the Vendor of the obligation to perform on all outstanding accounts placed prior to the effective date of cancellation.

## SUBMITTAL INSTRUCTIONS

Bidders are to submit:

1. One (1) original hard copy
2. One (1) digital copy and One (1) digital redacted copy on a flash drive

Proposals must be received no later than 3:00 pm CST on March 12, 2026. At this time respondents to this RFP will only be publicly identified. No evaluation or award will take place at this time. 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:

Lance Killough  
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, email 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 may 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 Official Price Sheet. The Official Price Sheet (page 21) 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. 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-20-006 in the subject line, and directed to the UAFS Director of Procurement Services on or before TBD, 2026 to:**

Lance Killough, Director of Procurement Services  
Email: [Lance.Killough@uafs.edu](mailto:Lance.Killough@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.

## **ADDENDA ACKNOWLEDGMENT FORM**

Answers to Vendors' questions will be issued by addenda and posted on the UAFS website no later than **TBD, 2026**. The University will 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 <https://uafs.edu/about/offices-and-services/finance-and-administration/procurement/index.php> to see any addenda. Vendors must acknowledge receipt of all addendums 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 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 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 19-61-517 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.

Milestone Payment Contracts	
Standards	Remedies
Milestone deadlines are met	Vendor must provide an acceptable remediation plan
Work products are professional & comprehensive	Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced
	Replacement resources acceptable to the University of Arkansas – Fort Smith may be required.
	Contract may be cancelled

## ANTICIPATED RFP TIMETABLE

TASK	DATE
Release of Request for Proposal	February 12, 2026
Deadline for Written Questions by Vendors	February 20, 2026
Deadline for Written Responses to Vendors	February 27, 2026
Proposals Due from Vendors	March 12, 2026
Interviews	March 2026
Intent to Award	April 2026
Contract Begin	July 1, 2026

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.***

## ARKANSAS NON-DISCRIMINATION POLICY

It is the policy of the State of Arkansas not to discriminate against, or grant preferential treatment to, an individual or group on the basis of race, sex, color, ethnicity, or national origin in matters of state employment, public education, or state procurement.

## 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, UAFS 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. UAFS 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 vendors are responsible for providing updates or changes to their respective policies. Vendors 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 UAFS, 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.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here:  
[http://www.uafs.edu/sites/default/files/Departments/vpat-fill-in\\_blank.pdf](http://www.uafs.edu/sites/default/files/Departments/vpat-fill-in_blank.pdf).

## RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter a contract with a vendor 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. By checking the designated box on the Bid Signature / Acknowledgement Page, a prospective vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

## CONTRACT REQUIREMENTS

***Vendors 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 an initial term of two (2) years. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of five (5) renewals or seven (7) years if mutually agreed upon in writing by the Vendor and the University. 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.

## INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-61-802, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the Vendor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

## CONTRACT EXECUTION DEADLINES

Because Arkansas law requires prior legislative review and approval of certain service 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 proposed contract award as quickly as possible.

## FORMATION OF THE AGREEMENT/CONTRACT

At its option, if the University does not reject all proposals, it may take either one of the following actions to create the Agreement between the University and the selected Vendor:

- A. Accept a proposal that meets the requirements of this RFP as written by issuing a written notice to the selected Vendor, 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 Vendor 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 establishes the terms and conditions under which the University will consider and evaluate proposals from responsible offerors. Any additional or attached terms and conditions that you supply with your proposal that are determined to be unacceptable to the University, may result in the rejection 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 Vendor submits standard terms and conditions with the proposal, and if any of those terms and conditions conflict with the laws of the State of Arkansas, the State laws shall govern. Any contract awarded as a result of this RFP shall include:

### STATE OF ARKANSAS SERVICES CONTRACT TERMS AND CONDITIONS

The Arkansas Office of State Procurement requires certain contracts for services to be submitted for legislative review on the following form contract [Services-Contract-SRV-1-Fillable-Form-021425.pdf](#)

## 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 Vendor 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 Vendor's employees shall be governed by the same regulations and fees as applied to University employees. The Vendor will also be responsible for the payment of any and all unpaid fines levied for parking violations of Vendor's employees.

## INDEPENDENT CONTRACTOR AND PRICE DETERMINATION

The Vendor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the University.

The Vendor 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 vendor is prohibited from submitting multiple proposals in a different form, i.e., as prime contractor and as a subcontractor to another prime proposer.

All pricing will remain firm for each contract period. The Vendor 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 Vendor shall assume all costs of this project until such time that a new Vendor 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.

## OFFEROR CERTIFICATIONS

By submitting a proposal in response to this RFP, the offeror certifies that offeror:

- a. Does not and shall not employ an illegal immigrant or use a subcontractor that employs or contracts with an illegal immigrant in violation of § 19-60-105.
- b. Has not been retained and has not retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of the

contractor's bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business in violation of § 19-64-205.

c. Under penalty of perjury and to the best of the offeror's knowledge and belief is not providing a regular full-time or part-time employee of a state agency with a personal, direct, or indirect monetary benefit as a result of the execution of the contract in violation of § 19-67-206.

d. Understands that, if the state fails to appropriate funds or make moneys available for a biennial period covered by the term of any contract for the services to be provided by the contractor, the contract shall be terminated on the last day of the last biennial period for which funds were appropriated or moneys made available for such purposes, as provided in § 19-67-206;

e. Is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel or a boycott of energy, fossil fuel, firearms, and ammunition industries in violation of §§ 25-1-503 and 25-1-1102.

f. Is not owned in whole or with a majority ownership by the government of the People's Republic of China and is not subcontracting with a scrutinized company as defined in § 25-1-1202 in violation of § 25-1-1203; and

g. Shall, if awarded a contract under this RFP, comply with all laws, rules, and executive orders of the state of Arkansas that apply to their performance under the contract.

# BID SIGNATURE / ACKNOWLEDGEMENT PAGE AX-26-004

**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. 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

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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:**

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**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_

## OFFICIAL PRICE SHEET

Please complete the Official Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for one hundred twenty (120) days following the bid proposal due date and time.**

UAFS will not be obligated to pay any costs not identified accordingly. The Vendor must certify that any costs not identified by the Vendor but subsequently incurred in order to achieve successful operation of the service, will be borne by the Vendor. Failure to do so may result in rejection of the bid.

<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>PRICE EACH</b>	<b>TOTAL</b>
1		Marketing Services	\$	\$
2		Media Buys	\$	\$
3		Other	\$	\$
4			\$	\$
5			\$	\$
6			\$	\$
<b><i>Grand Total</i></b>				\$

# 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:  Yes  No SUBCONTRACTOR NAME:

TAXPAYER ID #:  OR

IS THIS FOR:  
 TAXPAYER ID NAME:  Goods?  Services?   
 Both?

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

ADDRESS:

CITY:  STATE:  ZIP CODE:   
 COUNTRY:

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

## For Individuals \*

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

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person's name [i.e., Jane Q. Public]
	Current	Former		From MM/YY	To MM/YY	
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>				
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>				
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>				
State Employee	<input type="checkbox"/>	<input type="checkbox"/>				

None of the above applies

## For an Entity (Business) \*

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

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and address [i.e., Jane Q. Public]
	Current	Former		From MM/YY	To MM/YY	
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>				
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>				
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>				
State Employee	<input type="checkbox"/>	<input type="checkbox"/>				

None of the above applies

## Contract and Grant Disclosure and Certification Form

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**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 \_\_\_\_\_ Agency \_\_\_\_\_  
Contract \_\_\_\_\_

Agency \_\_\_\_\_

Contact \_\_\_\_\_

Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
No. \_\_\_\_\_ or Grant No. \_\_\_\_\_