



University of Arkansas at Fort Smith

5210 Grand Avenue
Fort Smith, AR 72904

REQUEST FOR PROPOSAL AX-26-003

EXECUTIVE SEARCH SERVICES

SOLICITATION INFORMATION

Bid Number:	AX-26-003	Solicitation Issued:	January 13, 2026
Description:	Executive Search Services		

SUBMISSION DEADLINE FOR RESPONSE

Deadline:	February 3, 2026	Bid Opening Time:	3:00 p.m., Central Time
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Proposals **shall not** 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 **shall** be considered late and **shall** be returned to the Vendor without further review.

In the event that UAFS is closed for inclement weather, the bid opening shall be postponed until 2:00 p.m. the next fully open and operational workday.

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	<p>One (1) hard copy, one (1) digital copy, and one (1) digital redacted copy (optional) 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.</p> <p>See page 20, PROPRIETARY INFORMATION / OPEN RECORDS</p> <p>Shipping label or outer packaging should reference: AX-26-003 Executive Search Services</p>
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UAFS PROCUREMENT SERVICES CONTACT INFORMATION

Issuing Officer:	Lance Killough, Director, Procurement & Contracts	Phone Number:	479-788-7041
Email Address:	lance.killough@uafs.edu	UAFS Website	https://uafs.edu

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION

The Board of Trustees of the University of Arkansas, for and on behalf of, the University of Arkansas at Fort Smith (UAFS) seeks proposals from qualified Executive Search Firms to assist the University in identifying, screening, and establishing a pool of qualified candidates for one (1) Dean position and three (3) Department Head positions.

The immediate and urgent needs of the University are for the positions of Dean, College of Business & Industry, Department Head, Business, Department Head, Engineering and Department Head and Full Professor, Computer Science. Please see appendices A,B,C, and D for the job descriptions of the positions needed.

The selected firm must have experience in the successful placement of qualified candidates for senior level positions in higher education. Success in recent Deans/Department Heads is preferred.

Submissions need to be comprehensive and include proposals for all positions listed on the RFP. Any submissions that do not contain proposals for all positions will be rejected.

The University is committed to a fair, transparent, and competitive process that results in the selection of exceptional academic leaders who will advance UAFS's mission and strategic priorities.

1.2 PURPOSE

This is a bid of new services.

The intent of this RFP is to allow all interested Vendors to provide enough information that will enable UAFS to determine which Vendor can provide the best overall value to the University.

This RFP incorporates a two-step selection process for awarding of the Executive Search Services described herein. The University may select one or more Vendors deemed as finalists for inclusion in the second step based on the initial review and evaluation of the proposal responses.

In the second step of the process, the finalists shall be required to provide additional information. The request for additional information may include a response to questions for each Vendor selected in this second step, further pricing information, interviews, a best and final offer, and any other information deemed necessary by UAFS. Award will be made to the Vendor whose proposal conforms to this RFP and, in the sole judgement of the University, will be the most advantageous to UAFS.

By submitting responses, each Vendor certifies that the full knowledge of the scope and nature of the opportunity described in this RFP has been understood. Each Vendor also certifies that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Vendor.

1.3 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 and “University” or “UAFS” should be interpreted to mean the University of Arkansas at Fort Smith.

1.4 TERM OF CONTRACT

UAFS seeks to enter into a contract immediately; however, any resulting contract of this RFP is subject to approval processes which includes legal review by UA General Counsel and the Arkansas Legislative Council.

1.5 ANTICIPATED CALENDAR OF EVENTS

TASK	DATE
Release of Request for Proposal	January 13, 2026
Deadline for Written Questions by Vendors	January 19, 2026
Deadline for Written Responses to Vendors (issued by addendum)	January 21, 2026
Proposals Due from Vendors	February 3, 2026
Evaluation Complete*	February 2026
ALC Review*	March 2026
Contract Start Date*	March 2026

*Anticipated Dates

Should the time periods specified following the Proposals Due from Vendors date differ, UAFS will not be penalized. UAFS will make a good faith effort to follow the timeline above for evaluating, negotiating and issuing an award.

1.6 INSTITUTION SUMMARY

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

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

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.

The University of Arkansas at Fort Smith is a vibrant mid-sized public university dedicated to breaking the higher education mold by bringing truly transformative, hands-on experiences to every student. From high school seniors to senior professionals, first-generation students to “second chancers”, our goal is to provide a high-quality, future-focused education that honors each student's unique, personal situations and goals. Our tiered approach to learning offers students access to more than 80 degree plans and programs including certificate, associate, bachelor's, and master's degrees. We seek to recruit and retain a diverse workforce as a reflection of our commitment to serve the diverse population of Arkansas, to maintain the excellence of the University, and to offer students richly varied disciplines and perspectives.

The UAFS campus is comprised of 77 buildings and facilities located on 170 beautifully manicured acres and crowned with the Donald W. Reynolds Campus Plaza, Tower, and Campus Green. Students who choose to live on campus may do so in one of two residence hall complexes, complete with a full-service dining center, or the on-campus apartment complex for married students and upper-class students. Campus involvement is encouraged by participation in more than 100 registered student organizations, which includes academic societies, a dynamic Greek life system, intramural sports, and cultural/special interest groups. The UAHS Lions compete in the NCAA Division II MIAA Athletic Conference in men's baseball, women's volleyball, and men's and women's basketball, golf, cross country, and tennis.

Enrollment:

- Fall 2021 – 5,444
- Fall 2022 - 5,360
- Fall 2023 - 5,506
- Fall 2024 - 5,496
- Fall 2025 - 5,498

Location: Fort Smith, Arkansas

Website: <https://uafs.edu>

SECTION 2

REQUIRED SERVICES / PROJECT SCOPE

2.1 SCOPE OF WORK

The University of Arkansas at Fort Smith, a member of the University of Arkansas System seeks to contract with a search firm to provide expert services in the recruitment of one (1) Dean position and three (3) Department Head positions.

1. Dean, College of Business & Industry
2. Department Head, Business
3. Department Head, Engineering
4. Department Head and Full Professor, Computer Science

The selected firm must have experience in the successful placement of qualified candidates for senior level positions in higher education.

Through the RFP, UAHS seeks a partner who can:

- Develop targeted recruitment strategies to attract diverse and highly qualified candidates
- Conduct proactive outreach to encourage interest from potential applicants nationwide.
- Screen and evaluate applicants to ensure alignment with university standards and position requirements.
- Build and maintain a candidate pool that supports timely and successful appointments.

2.2 CANDIDATE QUALIFICATIONS

See Appendix A, B, C and D for more details on the qualifications and descriptions for the positions

2.3 SPECIFICATION AND DELIVERABLES

The selected firm will be required to provide the following deliverables as part of this RFP.

1. Implementation of the recruitment process
2. Advertising
3. Background Checks
4. Management of the recruitment process
5. Sharing all applications with search advisory committee
6. Candidate Pool List: A maintained roster of vetted candidates for each position, updated regularly throughout the search process.
7. Progress Updates: Reporting to University leadership detailing search status, challenges, and recommendations.
8. Final Candidate Slate: A list of recommended finalists for each position, accompanied by supporting documentation and evaluation summaries.
9. Compliance Assurance: Confirmation that all recruitment activities adhere to applicable laws, University policies, and confidentiality standards.

2.4 INSURANCE

The Vendor shall provide at its own expense, and maintain during the existence of this agreement, the following policies of insurance in connection with the operation of the services identified in this RFP.

- 1) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- 2) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- 3) Property Damage Liability Insurance in the amount of \$1,000,000.
- 4) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of University of Arkansas at Fort Smith, the Vendor shall obtain and deliver certificates evidencing such insurance from its insurers. The Vendor shall hold the University of Arkansas at Fort Smith harmless from claims which may arise in connection with the operation of the Student Counseling Center facilities specified herein and performance of any service under this contract or injuries or death caused by Vendor's vehicles on the University premises, except for claims caused by University of Arkansas at Fort Smith or any of its employees, agents or representatives, for which University of Arkansas at Fort Smith shall save the Vendor harmless.

The Vendor's insurance policies shall name University of Arkansas at Fort Smith as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured and shall contain covenants requiring thirty (30) days written notice to University of Arkansas at Fort Smith before cancellation, reduction, or other modification of such coverage. These policies shall be primary and noncontributing with any insurance carried by University of Arkansas at Fort Smith and shall contain a severability of interest clause with respect to gross liability, protecting each named insured as though a separate policy has been issued to each.

2.5 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Supplier **must** meet in order to avoid assessment of damages.
- B. The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Supplier so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Supplier will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the Supplier that hindered the performance of

- services. In these instances, the University **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, Supplier **shall** follow the direction of the agency regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DAMAGES FOR INSUFFICIENT PERFORMANCE
Adherence to University Requirements	Supplier adheres to all standard terms, conditions, solicitation terms and conditions, and all articles of RFP	May be cause for termination of contract.
Scope of Services	Supplier shall demonstrate a consistent pattern of satisfactorily meeting stated services.	Failure to meet the standard will result in a negative Supplier Performance Report. If more than 3 instances occur in a quarter, the university may request up to a 10% discount. Repeated failure without resolution may result in contract termination.
Response Time	Supplier shall respond to initial requests within 48 university working hours or two (2) business days.	Failure to meet the standard will result in a negative Supplier Performance Report. If more than 3 instances occur in a quarter, the university may request up to a 10% discount. Continued failure without resolution may result in contract termination.

APPENDIX A

Dean, College of Business & Industry

Posted Salary \$175,000 and up depending on qualifications and experience

Summary Of Job Duties

The Dean of the College of Business & Industry provides leadership and advocacy for strategic and fiscal planning; enrollment and curricular management; student recruitment and retention; program review and accreditation; faculty and staff recruitment, professional development, evaluation, and retention; excellence in teaching, scholarship, creative activity, research, and professional application; and university and community relations. The Dean will foster interdisciplinary and interprofessional collaborations within the College, across campus, and in the community. This position provides the opportunity to set and execute the strategic direction for the College, ensuring program compliance with state and national accreditation guidelines. Critical to success is a history of working with a dynamic and diverse team of university administrators, faculty, staff, and key stakeholders to implement and advance the University's academic and research goals, and other associated initiatives and priorities. The position reports to the Provost and Vice Chancellor of Academic Affairs.

Required Education and/or Work Experience:

- Earned terminal degree from a regionally accredited institution in one of the disciplines in the College.
- Experience as a dean or associate dean, or a minimum five years of experience in a department head or related higher educational administrative position supervising faculty in Business or Engineering.
- Experience with programmatic accreditation, either AACSB or ABET.

Preferred Education and/or Work Experience:

- Record of professional accomplishments and scholarship that meets the qualifications for appointment to the rank of professor in one of the programs in the College.
- Experience developing, implementing, and evaluating an academic strategic plan.
- Record of promoting growth of research, scholarship, and creative activity among the faculty.
- Experience in selecting, leading, mentoring, and evaluating department leadership as well as non-faculty staff members.
- Record of supporting high impact teaching practices, experiential learning, and innovative pedagogy.
- Experience securing and stewarding a major gift.

Knowledge, Skills, and Abilities: To perform the job successfully, the following competencies are required for the essential functions of this position:

- Excellent communication and interpersonal skills
- Ability to articulate the College's mission, goals, accomplishments, and needs to a broad range of external constituencies.
- Proficiency in budget management
- Ability to lead by consensus and with transparency.
- Adeptness in working within a multidisciplinary environment.
- Awareness of current local, national, and international trends and opportunities in education to advance the College including performance-based formula funding models.
- Excellent understanding of assessment and accreditation
- Strong commitment to equity and inclusion in the recruitment and retention of faculty, staff, and students

Essential Job Duties:

- Provides inspiring intellectual leadership and an innovative vision for how to achieve the mission of the College.
- Fosters partnerships and programs to advance the College's and University's goals.
- Supervises department chairs/directors and faculty in formulating and implementing College goals and policy.
- Effectively interfaces and collaborates with other academic leadership including Deans of other colleges across campus.
- Oversees recruiting, hiring and retention efforts for a highly qualified faculty and staff.
- Leads faculty in governance, promoting a culture of excellence, ethics, service, and continuous improvement.
- Fosters a climate of research and innovation to impact educational outcomes in all levels of education.
- Directs accreditation, certification, assessment, and ongoing program development of academic programs.
- Promotes professional development and innovation to ensure competence and effectiveness of the College.
- Partners with university advancement to identify, expand, and support public and private funding for the College.
- Serves as the professional liaison with public schools, government, and professional agencies and associations.
- Represents the university in community economic and cultural partnership.
- Engages and strengthens College alumni relationships.
- Leads budget planning for the College and its academic programs to ensure effective and efficient resource allocation and sound budget management.
- Supports the effective utilization and management of college facilities and capital, both on-campus and in the community.
- Promotes recruitment, retention, and timely graduation across all student populations.
- Maintains a positive work atmosphere by acting and communicating in a manner to foster teamwork and by providing leadership to subordinates.
- Requires consistent on-time attendance.
- Other duties as assigned.

Additional Information Or Requirements

Working Relationships: The College of Business & Industry Dean interacts with students, faculty, staff, and administrators from across the campus on a typical workday. The Dean may also interact with community stakeholders daily.

List Employees Supervised: The Dean leads a team consisting of the academic leadership of the College as well as administrative support staff.

Special Job Dimensions: Work performed primarily in an office setting. While performing the duties of this job, the employee regularly exhibits digital dexterity when entering data into a computer. The employee frequently sits for extended periods of time and occasionally stands and walks. Vision demands include close, relatively detailed vision when focusing on a computer screen. Employee regularly talks and hears. Employee occasionally lifts items up to 50 pounds. Routine work schedule Monday through Friday, 8:00am to 5:00pm with occasional overtime and travel required

Background Check Requirements. Criminal Background Check and Motor Vehicle Registry (MVR) Check
AX-26-003 Executive Search Services

APPENDIX B

Department Head, Business

Minimum salary of \$140,000. Final salary and faculty rank commensurate with education and experience.

Summary Of Job Duties

This 12-month position is both faculty and administration. Administrative responsibilities include leading and managing full-time and part-time business and organizational leadership faculty, facilitating class scheduling, coordinating assessment and accreditation of programs, and engaging with advisory boards and the business community. Faculty responsibilities include teaching 15 hours of undergraduate business courses annually, maintaining an active research agenda, and sustaining interaction with the business profession. Other duties will include collaboration with departments across the university; assessment/evaluation of instruction; career advisement, recruitment, and retention activities; and participation in college and University committees. The position reports to the dean of the College of Business and Industry.

Required Education and/or Work Experience: Ph.D. in a business discipline currently represented in the college from an accredited institution and four years of teaching or business experience.

Preferred Education and/or Work Experience: Record of professional accomplishments and scholarship that meets the qualifications for appointment to the rank of associate professor or professor; leadership experience; knowledge of AACSB accreditation; experience in developing and implementing new curriculum; experience with student recruitment and/or advising.

Essential Job Duties and Responsibilities:

- Develop, implement, and assess effectiveness of curriculum.
- Lead faculty in proposing innovative and relevant changes to the curriculum.
- Provide classroom instruction and career advising.
- Coordinate recruiting, hiring, and retention of qualified faculty and staff.
- Complete annual faculty evaluations.
- Manage departmental meetings, course scheduling, faculty workload adjustments, and textbook adoption approvals.
- Manage departmental budget, faculty travel, purchases of departmental materials, and other expenses.
- Assess and monitor departmental classroom and technology needs.
- Work collaboratively with academic advising team in assessing and monitoring student progression and completion.
- Maintain scholarly activity sufficient for faculty appointment.
- Engage with advisory boards.

Other Job Duties and Responsibilities:

- Oversee program assessment and accreditation activities.
- Participate in and support departmental and college grant writing efforts.
- Support student recruitment, retention, and yield activities.
- Participate in service at the department, college, university, community, and professional levels.
- Attend and participate in all faculty and administrative meetings, Student Research Symposium, commencement ceremonies, and other meetings/events as required.

Responsible for maintaining a positive work atmosphere by acting and communicating in a manner to foster teamwork and by providing leadership to subordinates. Requires consistent on-time attendance.

Knowledge, Skills, and Abilities:

To perform the job successfully, the following competencies are required for the essential functions of this position:

- Ability to effectively lead and work with a diverse body of students, faculty, and staff
- Commitment to excellence in teaching, including the utilization of technology
- Maintenance of an active applied research agenda
- Willingness to engage with external stakeholders
- Well-developed communication and teamwork skills
- Strong organization and prioritization skills

Additional Information Or Requirements

Working Relationships: Student, Faculty, Administration, Staff, and External Stakeholders

List Employees Supervised: Business and organizational leadership faculty and staff

Special Job Dimensions: Work performed primarily in an office/classroom setting. Occasional travel and extended hours required. While performing the duties of this job, the employee regularly exhibits digital dexterity when entering data into computer. Required abilities include walking, standing, and sitting for extended periods. Visual demands include close, relatively detailed vision when focusing on a computer screen. Employee regularly talks and hears. Employee occasionally lifts items up to 10 pounds. Routine work schedule Monday through Friday, 8:00am to 5:00pm with occasional overtime and travel required.

Background Check Requirements. Criminal Background Check and Motor Vehicle Registry (MVR) Check

This job description is not designed to contain a comprehensive listing of activities, duties, and/or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

APPENDIX C

Department Head, Engineering

Minimum salary of \$125,000. Final salary and faculty rank commensurate with education and experience

Summary Of Job Duties

This 12-month position is both faculty and administration. Administrative responsibilities include leading and managing full-time and part-time engineering and industry faculty, developing and implementing new courses in advanced manufacturing engineering, facilitating class scheduling, coordinating assessment and accreditation of programs, and engaging with advisory boards and the manufacturing community. Faculty responsibilities include teaching 15 hours of undergraduate engineering courses annually, maintaining an active research agenda, and sustaining interaction with the engineering profession. Other duties will include collaboration with departments across the university; assessment/evaluation of instruction; career advisement, recruitment, and retention activities; and

participation in college and University committees. The position reports to the dean of the College of Business and Industry.

Required Education and/or Work Experience: Ph.D. in Engineering from an accredited institution and four years of teaching or industry experience.

Preferred Education and/or Work Experience: Record of professional accomplishments and scholarship that meets the qualifications for appointment to the rank of associate professor or professor; leadership experience, professional experience as an engineer in an advanced manufacturing setting; experience in developing and implementing new curriculum; experience with student recruitment and/or advising.

Essential Job Duties and Responsibilities:

- Develop, implement, and assess effectiveness of curriculum.
- Provide classroom instruction and career advising.
- Coordinate recruiting, hiring, and retention of qualified faculty and staff.
- Complete annual faculty evaluations.
- Manage departmental meetings, course scheduling, faculty workload adjustments, and textbook adoption approvals.
- Manage departmental budget, faculty travel, purchases of departmental materials, and other expenses.
- Assess and monitor departmental equipment, lab, and safety needs.
- Work collaboratively with academic advising team in assessing and monitoring student progression and completion.
- Maintain scholarly activity and/or professional development sufficient for faculty appointment.
- Engage with advisory boards

Other Job Duties and Responsibilities:

- Oversee program assessment and accreditation activities.
- Participate in and support departmental and college grant writing efforts.
- Support student recruitment, retention, and yield activities.
- Participate in service at the department, college, university, community, and professional levels.
- Attend and participate in all faculty and administrative meetings, Student Research Symposium, commencement ceremonies, and other meetings/events as required.

Responsible for maintaining a positive work atmosphere by acting and communicating in a manner to foster teamwork and by providing leadership to subordinates. Requires consistent on-time attendance.

Knowledge, Skills, and Abilities:

To perform the job successfully, the following competencies are required for the essential functions of this position:

- Ability to effectively lead and work with a diverse body of students, faculty, and staff
- Commitment to excellence in teaching, including the utilization of technology
- Maintenance of an active applied research agenda
- Willingness to engage with external stakeholders
- Well-developed communication and teamwork skills
- Strong organization and prioritization skills

Additional Information Or Requirements

Working Relationships: Student, Faculty, Administration, Staff, and External Stakeholders

List Employees Supervised: Engineering and industry faculty and staff

Special Job Dimensions: Work performed primarily in an office/classroom setting. Occasional travel and extended hours required. While performing the duties of this job, the employee regularly exhibits digital dexterity when entering data into computer. Required abilities include walking, standing, and sitting for extended periods. Visual demands include close, relatively detailed vision when focusing on a computer screen. Employee regularly talks and hears. Employee occasionally lifts items up to 10 pounds. Routine work schedule Monday through Friday, 8:00am to 5:00pm with occasional overtime and travel required.

Background Check Requirements. Criminal Background Check and Motor Vehicle Registry (MVR) Check

This job description is not designed to contain a comprehensive listing of activities, duties, and/or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

APPENDIX D

Department Head and Full Professor, Computer Science

Job Summary: The Department of Computer Science at the University of Arkansas - Fort Smith (UAFS) seeks applications for the Department Head and Neal Pendergraft Leadership Endowed Chair to be appointed at the rank of full Professor. As one of the Five Pillars of Excellence identified in the 2023-28 UAFS Strategic Plan, Computer and Data Science, are primed for expansion at the University and across the Arkansas River Valley. The department currently offers a four-year Bachelor of Science in Computer Science, a minor in Computer Science and Certificates of Proficiency in Cybersecurity and Data Analytics

The Department Head serves as the primary administrator and leader for the academic unit and reports to the Dean of the College of Arts and Sciences. The successful candidate will teach a 15-credit hour courseload during the 12-month contract year. Administrative duties include managing full-time and part-time faculty, academic program development and growth, program evaluation and assessment, and collaboration across the university and with industry leaders.

Qualifications:

Required Education and Work Experience: Ph.D. in Computer Science or related discipline from an accredited institution; and

- Demonstrated experience in an academic or professional leadership position for at least three years, supervising others and being a team leader
- Scholarly record commensurate with appointment as a full professor at UAFS. Applicants should be prepared to provide evidence of their continuity in scholarly/creative activities. Evidence could include but is not limited to presentations at national or international conferences, peer-reviewed published scholarship, extramural grant funding, development of published instructional materials, and/or other scholarly activity as is appropriate to their academic discipline.
- Demonstrated experience in the effective use of technology in the classroom, developing instructional materials, and delivering distance learning
- Demonstrated commitment to first-generation and non-traditional learners and pedagogical experience in support of a broad range of students
- Demonstrated excellent oral, written, and interpersonal communication skills

Essential Job Duties and Responsibilities:

- Provide effective leadership and administration of the Department of Computer Science by facilitating the vision, mission, goals, objectives, and activities of the department as consistent with those of the College and University
- Coordinate recruiting, hiring, evaluation, and retention of qualified faculty and staff
- Manage the department's fiscal year budget, development funds, and other expenses
- Create curricula and semester course schedules centered upon student success
- Coordinate outreach, recruitment, marketing, and fundraising to support departmental programs
- Engage with programmatic and industry advisory boards
- Maintain a positive work atmosphere that fosters teamwork and collegiality
- Teach various computer science courses in their area of expertise and others as needed.
- Demonstrate a solid commitment to student success and mentoring students, particularly first-generation students
- Maintain scholarly and research activities appropriate to a full professor
- Encourage and advocate for scholarly and research activities in department faculty and students
- Participate in service at the department, college, university, community, and professional levels

Other duties as assigned by the Dean of the College of Arts and Sciences. Requires consistent on-time attendance.

Knowledge, Skills, and Abilities:

To perform job successfully, the following competencies are required for the essential functions of this position:

- Ability to collaborate with students, faculty, staff, and administrators to achieve departmental, college, and university goals
- Commitment to growth in all aspects as a faculty member, including teaching, scholarship, and service and fostering these attributes in the departmental faculty
- Ability to administer academic programs, including scheduling, evaluation, and budgeting
- Attention to maintenance of facilities and technology, including computer and data science laboratories
- Willingness to engage with external stakeholders
- Strong work ethic and time management skills

Additional Information:

Working Relationships: Student, Faculty, Administration, Staff and External Stakeholders

Special Job Dimensions: Work performed primarily in an office/classroom setting. Occasional travel and extended hours required. While performing the duties of this job, the employee regularly exhibits digital dexterity when entering data into computer. Required abilities include walking, standing, and sitting for extended periods. Visual demands include close, relatively detailed vision when focusing on a computer screen. Employee regularly talks and hears. Employee occasionally lifts items up to 10 pounds. Routine work schedule Monday through Friday, 8:00am to 5:00pm with occasional overtime and travel required.

SECTION 3 INSTRUCTIONS FOR VENDORS

3.1 GENERAL INFORMATION

Proposals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 days from the date of submission and may be subject to further extensions as negotiated. This RFP contains specific requests for information. Vendors are encouraged to examine all sections of this RFP carefully. Vendors are encouraged to provide any additional information they believe relevant.

3.2 SUBMISSION INSTRUCTIONS

To be considered, proposals must be received no later than **3:00 p.m. CST on February 3, 2026**.

One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive 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.

3.3 INQUIRIES AND INTERPRETATIONS

The contract administrator and liaison for all matters concerning this contract is Lance Killough, Director of Procurement & Contracts Manager. Inquiries related to the RFP should be directed to the attention of Lance Killough via email at lance.killough@uafs.edu by the date established in the Anticipated RFP Timetable. Any clarification given to a prospective bidder will be furnished in writing to all prospective bidders as an addendum if such information modifies these specifications or is deemed to be necessary for responding to this RFP.

3.4 ACKNOWLEDGEMENT OF ADDENDA

Bidders are responsible for checking the UAFS Procurement website for addenda and acknowledge any addenda in their proposal. Every effort will be made to email any addenda to individual proposers who have specifically expressed interest in this RFP to lance.killough@uafs.edu, but ultimately this is the responsibility of each bidder.

3.5 EVALUATION AND SELECTION PROCESS

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

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

Submission of a proposal indicates proposer's acceptance of the evaluation technique and proposer's recognition that some subjective judgements must be made by UAES during the assigning of points.

Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

a) Experience and qualifications of the firm (30 Points)

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

b) Identification of the vendor's search manager and key personnel must be clear (20 Points)

The response must include the labor hours anticipated to complete the search, and must demonstrate the firm's ability and willingness to meet the proposed search schedule.

c) Completeness, compliance, and quality of firm's proposal (20 Points)

The response must include the labor hours anticipated to complete the search, and must demonstrate the firm's ability and willingness to meet the proposed search schedule.

d) Price or Rate Structure Proposal (30 Points)

This must be detailed, itemized, and include all costs.

- The proposal with the lowest estimated cost will receive the maximum points possible for this section.
- Remaining proposals will receive points in accordance with the following formula:

$$(a/b)c = d$$

a = lowest cost proposal in dollars
 b = second (third, fourth, etc.) lowest cost proposal
 c = maximum points for Price Proposal category
 d = number of points allocated to proposal

Failure of the Vendor to provide in his/her proposal any information requested in this RFP may result in rejection of his/her proposal and shall be the responsibility of the Vendor.

Proposals that are substantially incomplete or lack key information will be rejected. The University reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary.

3.6 VENDOR PRESENTATION / DEMONSTRATION

UAFS reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their proposal at a date and time to be determined. Respondents are required to participate in such a request if UAFS chooses to engage in such opportunity.

3.7 FINANCIAL CONSIDERATION PROPOSAL SCORE

All charges associated with the work to be performed shall be included on the price proposal and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Bidder's price proposal. Any cost not identified by the Vendor on the price proposal, but subsequently incurred, will be borne by the Vendor.

3.8 PROPOSAL CHECKLIST

This standardized checklist has been provided to assist the Vendor with the submission of their proposal package. This checklist cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Proposal document to ensure that they will be compliant.

Submittals shall include:

- 1) One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive
- 2) Introductory letter
- 3) Proposal detailing ability and experience related to Required Services / Scope of Work
- 4) Describe services of similar nature and scope in an educational environment comparable to UAFS
- 5) Current contracts with state agencies or educational facilities
- 6) A minimum of three (3) references, preferably from institutions of higher education in which similar services and scope are provided
- 7) Sample contract or copy of past agreement (preferably with Arkansas higher education)
- 8) Details of Vendor's proposed pricing and cost methodologies
- 9) Price or Rate Structure Proposal
- 10) Bid Signature Page Certifications
- 11) Proof of current professional liability insurance coverage
- 12) Any exceptions to the proposal, including any exceptions to State or Contract Requirements
- 13) Copy of EO Policy
- 14) Contract and Grant Disclosure and Certification Form

3.9 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, 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.

3.10 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.

SECTION 4

CONTRACT REQUIREMENTS

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

4.1 TERMINATION AND ASSIGNMENT

The contract awarded in response to this RFP may be terminated by either party by giving the other not less than 60 days written notice of intent to terminate as of the date specified.

The contract will not be assignable without prior written consent of the University and the Vendor. Any attempted assignment without such consent shall be void and of no effect.

If the Vendor receiving the award for the contract is subsequently purchased by another Vendor, this will be considered an act of assignment, and the University will have the option to accept the assignment or terminate the contract with 60 days written notice. The assignment Vendor must offer same or equivalent services as contract stipulates.

4.2 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.

4.3 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 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, or terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

4.4 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:

UAFS STANDARD TERMS AND CONDITIONS – UAFS

UAFS Procurement Services Terms & Conditions may be found at <https://uafs.edu/about/offices-and-services/finance-and-administration/procurement/terms.php>

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>

4.5 STANDARD OF PERFORMANCE

The Vendor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices of providing the described services. Instances of poor performance by the Vendor will be documented and submitted to the Vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be held between the Vendor and the University when documented instances of poor performance occur and a plan for corrective action agreeable to both parties will be drafted and implemented. The University retains the absolute right to assess whether and when performance is subsequently acceptable.

4.6 APPROVAL BY ARKANSAS GENERAL ASSEMBLY

Bidders 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. Bidders 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 at Fort Smith.

4.7 LIABILITY

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

4.8 GOVERNING LAW AND VENUE

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

4.9 SOVEREIGN IMMUNITY

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

the University shall be construed as a waiver of the University's sovereign immunity or the University's right to assert in good faith all claims and defenses available to it in any proceeding.

4.10 ATTORNEY FEES

Neither party shall be liable to the other for any payment of attorney 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

4.11 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.

4.12 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 after proposal opening. It is the responsibility of the bidder to identify all proprietary information. The Vendor should submit one complete digital copy (thumb drive or CD) of the proposal (marked "COMPLETE COPY") and one redacted digital copy from which any proprietary information has been removed, (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 Vendor 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 bidder. 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.

4.13 PERFORMANCE BASED STANDARDS

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 that identify expected deliverables, performance measures or outcomes; and payment shall be contingent on the extent to which the performance standards were met.

4.14 FORCE MAJEURE

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

4.15 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 bidder and as a subcontractor to another prime bidder.

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 Vendor is selected.

4.16 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.

4.17 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 § 19-11-105;
- 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 § 19-11-708;
- 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 § 19-11-1012(b)(8);
- 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 § 19-11-1012(b)(11);
- 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 PAGE
AX-26-003 EXECUTIVE SEARCH SERVICES

The undersigned affirms they are duly authorized to execute any resulting contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of the University of Arkansas at Fort Smith prior to the official review of this bid.

RECEIPT OF THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED (LIST ALL / ANY ADDENDA)	CONFIRMATION OF REDACTED COPY	
ADDENDUM NO. _____	<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.	
ADDENDUM NO. _____	<input type="checkbox"/> NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.	
ADDENDUM NO. _____		
MINORITY AND WOMEN-OWNED DESIGNATION		
<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Asian American	<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American	<input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> Women-Owned

Pursuant to Arkansas law, a Vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
2. **Illegal Immigrant Restriction:** For contracts exceeding \$25,000. No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at, or exceeding, \$75,000. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:

- Do not boycott Israel.
- Do not employ illegal immigrants.
- Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.

Name of Vendor/Contractor

Contractor Signature

Date

**EQUAL OPPORTUNITY (EO) POLICY
AX-26-003 EXECUTIVE SEARCH SERVICES**

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).

Submitting the EO Policy is a one-time requirement. The University of Arkansas at 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 this form and include policy with your bid.

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

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

Check appropriate box:

- EO Policy attached**

- EO Policy previously submitted to UAFS Procurement Department**

Company Name_____

Print Name and Title_____

Signature of Authorized Person_____

Date_____

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #:	---	OR	<input type="checkbox"/> Yes <input type="checkbox"/> No
		IS THIS FOR:	
		<input type="checkbox"/> Goods?	<input type="checkbox"/> Services? <input type="checkbox"/> 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:

F O R I N D I V I D U A L S *

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

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

None of the above applies

F O R A N E N T I T Y (B U S I N E S S) *

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

Position Held	Mark (/)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only:

Agency _____ Agency _____
Number _____ Name _____

Agency _____
Contact Person _____

Contact _____
Phone No. _____

Contract _____
or Grant No. _____