



**Request for Proposal (RFP)  
RFP No. 05312023  
Marketing Services**

**RFP RELEASE DATE: May 31, 2023**

**PROPOSAL DUE DATE: June 22, 2023\***  
**PROPOSAL DUE TIME: 2:30 PM CDT\***  
**BID OPENING EVENT: 2:30 PM CDT**

**SUBMIT ALL PROPOSALS TO: By USPS:**  
University of Arkansas – Business Services  
UPTW Room 101  
1 University of Arkansas  
Fayetteville, AR 72701

**By FedEx, UPS or another private carrier to Physical Location:**  
University of Arkansas – Business Services  
UPTW Room 101  
1001 East Sain Street  
Fayetteville, AR 72703

**Signature Required For Proposal**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University's purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

<b>Respondent Name:</b>	
<b>Mailing Address:</b>	
<b>City, State, Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**Authorized Signature:** \_\_\_\_\_

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

**Typed/Printed Name of Signor:** \_\_\_\_\_

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

**\*Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST arrive and be time-stamped by the Procurement Office, located at:**

**University of Arkansas – Business Services  
UPTW Room 101  
1001 East Sain Street**

**prior to the due date/time specified in the RFP. RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.**

**If planning to attend a bid opening event, please arrive in the building lobby prior to 2:30pm CST.**

In the event the University is closed to the public during a scheduled bid opening event, virtual access will be provided. Information on joining a virtual bid opening will be posted on [HogBid](#) prior to the bid opening date.

**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 upon approval by the issuing agency and with a participating addendum signed by the contractor.

**MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY:**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UA shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

**A. Minority-Owned Business** is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:

- African American
- Hispanic American
- American Indian
- Pacific Islander American
- Asian American
- A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs

**B. Women-Owned Business** is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.

**C. Eligibility and Certification**

The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority-owned and women-owned businesses. Increase the opportunity for your minority or women-owned business to sell products and services to the State of Arkansas: <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>. Certification indicates that your company has undergone a review process to show that it is 51% or more owned, controlled and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a MWOB.

If certified, the Prospective Contractor's Certification Number should be included on the Proposal/Response Signature Page.

**D. Recommended Resources**

- Doing Business with UA
  - Vendor registration: <https://businessservices.uark.edu/doing-business-at-university.php>
- Doing Business with the State
  - Registering your company with the Office of State Procurement as a vendor allows you to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
  - Arkansas Procurement Technical Assistance Center assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.edu/business-communities/arkansas-ptac/default.aspx>

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA comprises 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 240 academic programs. The UofA contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2022, student enrollment totaled approximately 30,936. The faculty count totaled 1,490 and the staff count totaled 3,350. The UofA is one of the nation’s top public research universities and the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA among only 3 percent (3%) of universities in America that have the highest level of research activity.

**1. DESCRIPTION AND OVERVIEW OF RFP**

The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas, located in Fayetteville, Arkansas (UA) is seeking bid proposals from qualified and reputable Respondents to provide marketing and communications services pursuant to the specifications, terms and conditions stated in this RFP (“Proposal(s”).

UA is seeking to award a term contract for marketing services to the Respondent that can provide the best overall value to the University. This value will be determined by UA based on the overall competence, compliance, format and presentation of each RFP response and online presentation, as necessary. Respondents may submit a proposal for all the services entailed in this RFP or may submit a proposal for a specific service identified in this RFP. Note also that the award *may* be split between Respondents for each of the services for which bidding is requested.

The RFP should allow multiple winners for different services. Vendors may send proposals for all or part of the services listed below.

**To support paid digital advertising and content marketing for:**

- University of Arkansas ONLINE
- University of Arkansas Professional and Workforce Development

A Respondent presentation day may be held following the bid due date. Projected timeframe for when presentations could occur is specified in the “Projected Timetable of Activities” section of this RFP. Please keep these dates open to schedule a presentation if you are selected to present.

**UA expects to achieve the following goals (at minimum) through the selected Respondent:**

- Increase enrollments
- Attract qualified student applicants for online programs
- Attract workforce members who need enhanced education
- Increase public awareness of online and workforce development programs
- Increase the bandwidth of the GC Marketing and Communications team

**2. SCOPE OF WORK**

**UAF seeks the following services through the selected firm or firms:**

*Services should be packaged and priced a la carte.*

- Provide detailed **marketing strategy and plans/playbooks** with consistent messaging for current and future programs. This data-driven plan should be based on research and contemporary marketing strategy. This should cover two different markets:
  - University of Arkansas ONLINE
  - University of Arkansas Professional and Workforce Development
- **Educate and advise** the GC Marketing and Communications team about emerging marketing trends and innovations.
- **Provide research** that explains our current marketing position among peers/competitors and offer strategies to lift our brand and educational offerings.
- **Develop a creative identity** and produce ad creatives, sharing design files with the GC Marketing and Communications team for reproduction.
- Explain **how we can use content better** and what is missing from our content marketing strategy.
- Provide **SEO optimization services**, including keyword research, for websites, blogs and other properties.
- Provide evidence-based, research-backed “**earned-media**” **strategies** that include social media, blogs, websites, etc.
- Produce **blog articles**.
- Develop **CRM strategy and messaging**, including email and SMS.
- Provide a **lead-nurturing playbook** with student journey mapping.
- General marketing services (include services currently unknown to us)

**We are under an existing contract for digital media buys and would like to exclude that service from this RFP.**

**We are striving for:**

- A clear presence in the marketplace that targets learner populations for U of A online and workforce development programs and offerings.
- Innovative and proven marketing strategies and tactics
- Effective ROI
- Alignment with U of A brand and principles. See <https://brand.uark.edu>
- Provide people across Arkansas, and beyond, with access to U of A educational opportunities.

**Our Stakeholders and Target Audiences**

- Adult learners (not high school students)
- Potential students for U of A ONLINE programs and offerings
- Potential clients for U of A Professional Development Workforce programs and offerings
- The state of Arkansas, residents, decision-makers and media
- The University of Arkansas
- U of A Faculty
- U of A Academic Units

### **3. COSTS / PRICING**

Respondents must provide detailed/itemized retail pricing for each individual component, and/or the overall system, as listed on the Official Bid Price Sheet provided within this RFP document:

- **Reference Appendix I Official Bid Price Sheet**

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. Upon bid award, all pricing and/or discounts must be firm for a period of two (2) years. UA will not be obligated to pay any costs not identified on the Official Price Sheet. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the Proposal.

**4. RESPONDENT REFERENCES**

Respondents must provide a minimum of three (3) references, preferably in higher education, (including the organization’s name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. UA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction.

- **Reference Appendix II for format.**

**5. MANDATORY PRE-PROPOSAL**

Intentionally Omitted

**6. RESPONDENT’S RESPONSIBILITY TO READ RFP**

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement bidder may be currently pursuing with the University of Arkansas. Interpretation by and of the University of Arkansas is final.

**7. PROJECTED TIMETABLE OF ACTIVITIES**

The following schedule will apply to this RFP, but may change in accordance with the UA's needs:

05/31/23	RFP released to prospective respondents
06/01/23	4:30 PM CDT – Initial round of questions accepted to be addressed at the Pre-Proposal Conference
06/08/23	4:30 PM CDT - Last date/time UA will accept questions
06/15/23	Last date UA will issue an addendum
06/22/23	Proposal Submission Deadline <i>and</i> Bid Opening Event 2:30 PM CST <b>Note:</b> Attendance at RFP opening is not required. No award will be made. Only names of respondents, and a preliminary determination of proposal responsiveness, will be made at this time.
Week of 07/03/23	Respondent Presentations (if necessary)
Week of 07/10/23	Notice of Intent to Award
Upon Intent to Award TBD*	Contract Negotiations Begin (upon intent to award)
Upon Contract Approval:	Service to Commence (upon final legislative approval, if applicable)

\*UA places a value on all elements of this RFP. As such, after evaluation of Proposals and selection of Contractor(s), the UA reserves the right to further negotiate with the selected respondent on any or all elements, and to award accordingly.

**8. CONTRACT TERM AND TERMINATION**

The term (“Term”) of any resulting Contract will begin upon date of Contract award. If mutually agreed upon in writing by the Contractor and UA, the term shall be for an initial period of four (4) years, with option to renew at the end of the contract term for three (3) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any

period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

a) If at any time the services become unsatisfactory, UA will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by UA, Office of Business Affairs. Additionally, the Contract may be terminated, without penalty, by UA without cause by giving thirty (30) days written notice of such termination to Contractor.

b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.

c) In no event shall such termination by UA as provided for under this section give rise to any liability on the part of UA, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UA's sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

## 9. GENERAL INFORMATION FOR RESPONDENTS

### 9.1 Distributing Organization

This RFP is issued by the Office of Business Affairs at UA. The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

**Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent via email to: Geoff Hulse, Procurement Coordinator  
Office of Business Services  
Email [ghulse@uark.edu](mailto:ghulse@uark.edu)

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the UA bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of Respondent's questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

### 9.2 Agency Employees and Agents

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UA premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor's employees shall conduct themselves in a professional manner and shall not use UA's facilities for any activity or operation other than the operation and performance of services as herein stated. UA reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor's business in advance of the performance of any on-campus duties. Employees whose

background checks reveal felony convictions of any type are to be either removed from all support activities on the UA campus or reported to UA for review and approval in advance of the performance of any on-campus duties.

### **9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UA, including all vehicles on UA property.

### **9.4 Disputes**

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. The Respondent acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

### **9.5 Conditions of Contract**

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and hold harmless UA and all its trustees, officers, employees, volunteers, students, and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by UA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State 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:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, 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 and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

## 9.6 Contract Information

Respondents should note the following regarding the State’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent’s bid:

A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.
5. Conduct litigation in a place other than the State of Arkansas.



6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA should:

1. Remove any language from its contract which grants to it any remedies other than:
  - The right to possession.
  - The right to accrued payment.
  - The right to expenses of de-installation.
2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
3. Include in its Contract that the UA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.
4. Include in its Contract all other terms and conditions stated in this RFP.
5. Acknowledge in its contract that contracts become effective when awarded by UA Purchasing Official.

### **9.7 Reservation**

This RFP does not commit UA to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UA reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UA to do so. In responding to this RFP, respondents recognize that UA may make an award to a primary Respondent; however, UA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

### **9.8 Qualifications of Respondent**

UA may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UA all such information and data for this purpose that UA may request. UA reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UA that such Respondent is properly qualified to carry out the obligations of the Contract.

### **9.9 Non Waiver of Defaults**

Any failure of UA at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UA at any time to avail itself of same.

### **9.10 Independent Parties**

Contractor acknowledges that under the Contract it is an independent contractor and is not operating in any fashion as the agent of UA. The relationship of Contractor and UA is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

### **9.11 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UA. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has

been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UA or its trustees, officials, employees and representatives. In no event shall UA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys' fees or costs or any damages constituting lost profits or lost business opportunities.

### **9.12 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**Note of Caution:** Respondents should not attempt to mark the entire Proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary.**

### **9.13 Disclosure**

#### **A. Contract and Grant Disclosure**

Disclosure is a condition of the resulting Contract and UA cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent's business, Respondent must state so in writing.

#### **B. Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the *Bidder Conflict of Interest Form* and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UA regarding any questions of conflict of interest shall be final.

### **9.14 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UA. Such notice must be received by the UA Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

### **9.15 Prime Contractor Responsibility**

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

### **9.16 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.

#### **9.17 Warranty**

Intentionally Omitted

#### **9.18 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the UA Purchasing Official, in writing, and UA shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

#### **9.19 Award Responsibility**

The UA Purchasing Official will be responsible for award and administration of any resulting Contract(s). UA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

Contract(s) will be awarded to the Respondent(s) whose Proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

#### **9.20 Confidentiality and Publicity**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UA.

News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent's bid. The UA Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

Employees of the Contractor may have access to records and information about UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UA.

#### **9.21 Respondent Presentations**

UA 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 by the Evaluation Committee. Respondents are required to participate in such a request if the UA chooses to engage such opportunity.

#### **9.22 Excused Performance**

Notwithstanding any other provisions in this RFP or any resultant Contract, in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within

the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

### **9.23 Funding Out Clause**

If, in the sole discretion of UA, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UA will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UA to terminate any Contract awarded in order to acquire similar service from a third party.

### **9.24 Indicia**

The Respondents and the Contractor acknowledge and agree that UA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UA that are adopted and used or approved for use by UA (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UA. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UA or its Board of Trustees without compensation.

### **9.25 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UA and that interpretation shall be final.

### **9.26 Time is of the Essence**

Respondent and UA agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.

### **9.27 Formation of the Contract**

At its option, UA may take either one of the following actions in order to create a Contract between the UA and the selected Respondent:

- A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.
- B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UA may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents and will include standard UA terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UA, its trustees, officers, employees or agents, including,

but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/resources/documents/TGSForm.pdf>. (Additional processing time must be allotted if subsequent contract is subject to this requirement).

### **9.28 Permits/Licenses and Compliance**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UA.

### **9.29 Web Site Accessibility**

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UA.

### **9.30 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

### **9.31 Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UA. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

### **9.32 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any resultant Contract by UA are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous, and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UA. Contractor shall warrant that the equipment placed on the UA campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor acknowledges that all products and services provided to UA or tailgate customers on the UA campus are to be of high quality and rendered in a timely and professional manner. Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UA financial or reputational harm or damages or require it to acquire replacement services on short notice. Therefore, any failure to provide the agreed upon products or services to UA or customers at the quality, times or in the manner specified,

or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UA subject to termination.

### **9.33 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this RFP on the UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA.

### **9.34 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UA to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UA trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UA's campus.

### **9.35 No Assignment and Sublicensing**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UA as provided by UA's Board of Trustee Policy.

### **9.36 PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UA or other services contemplated under this RFP or any resulting Contract with UA, shall protect all card holder data ("CHD") and sensitive authentication data ("SAD") in accordance with the Payment Card Industry Data Security Standard ("PCI DSS"), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UA's system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UA's systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UA on an annual basis. The Contactor will give immediate notice to UA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UA for any third-party claim brought against UA arising from a breach by the Contactor of the representations or obligations of this section. This

section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UA.

### 9.37 NCAA AND SEC

The Contractor shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which UA's athletic teams may belong. Any resulting Contract may be terminated for any such violations by the Contractor, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs.

## 10. INSTRUCTION TO RESPONDENTS

10.1 Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

10.2 Respondents must address each section of the RFP. A Word version of the RFP document will be posted on our Hogbid website. Respondents can insert Proposals into the document provided or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must "acknowledge" each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent's required Proposal should contain sufficient information and detail for UA to further evaluate the merit of the Respondent's Proposal. Failure to respond in this format may result in bid disqualification.

10.3 Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

10.4 Proposals will be publicly opened in the Purchasing Office, **located at UPTW Room 101, 1001 East Sain St., Fayetteville, AR 72703**, at the date and time as listed on the coversheet of this RFP (bid opening event). All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

### **REQUIRED**

**Respondents must submit one (1) signed original hard copy and two (2) soft copies of their Proposal (i.e. USB Flash drive). USB's must match hard copy completely.**

USB's must be labeled with the Respondent's name and the Bid Number, readable by UA, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas - Business Services  
UPTW Room 101  
1001 East Sain Street  
Fayetteville, Arkansas 72703**

**NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time. If planning to attend a bid opening event, please arrive in the building lobby prior to 2:30pm CST.

**REQUIRED Additional Redacted Copy**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. **The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on a flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP. No call-in, emailed, or faxed Proposals will be accepted.** The Respondent remains solely responsible for ensuring that its Proposal is received at the time, date, and location specified. UA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened.**

- 10.5** For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the Proposal as required will eliminate it from consideration.
- 10.6** All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.
- 10.7** The UA Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UA to do so. Bid Proposals may be rejected for one or more reasons not limited to the following:
1. Failure of the Respondent to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UA.
  2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
  3. Failure to provide the bid security or performance security if required.
  4. Failure to supply Respondent references if required.
  5. Failure to sign an Official Bid Proposal Document.
  6. Failure to complete the Official Bid Price Sheet.
  7. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.



**10.8** According to Ark. Code Ann. § 4-27-1501 and OSP Rule R4:19-11-217, A foreign corporation may not transact business in Arkansas until it obtains a certificate of authority from the Secretary of State.

**10.9** The University may make any decision or take any action that it, in its sole discretion, deems appropriate in order to comply with Act 1020 of 2021, the Transparency in Foreign Investment Act (Ark. Code Ann. § 6-60-1201 *et seq.*).

## **11. INDEMNIFICATION AND INSURANCE**

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor's members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralyzation, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the UA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UA campus (whether such activity is authorized or unauthorized by UA); (c) any use of or damage to UA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees; and (e) any violation by Contractor of any applicable NCAA or SEC rules or regulations or state, federal or local laws.

The obligation to indemnify UA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys' fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UA, UA's in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor's expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UA:

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease, and \$100,000 disease each employee.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UA. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor's operations on UA's campus. Contractor shall also be responsible for payment of workers' compensation insurance for all Contractor's employees as required by the State of Arkansas.

Contractor shall furnish UA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UA of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in bid Proposal.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

## 12. CONTRACTOR OVERVIEW

The Contractor shall provide a general overview of its business including the following information:

- Foundation date
- Description of core activities
- Major company and distributor locations
- Total number of clients
- Total number of clients in higher education
- Current financial status and revenues – Overview only

## 13. BEST AND FINAL OFFER

UA reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UA. If the UA chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the UA Procurement Department.

## 14. SPECIFICATIONS / GOALS AND DELIVERABLES

Each Proposal should contain the following information at a minimum:

- Campaign/marketing strategies for current and future (1) online degree programs, described at **online.uark.edu** and (2) professional and workforce development classes and programs, described at **training.uark.edu**. Describe how your company can make UAF programs stand out in a noisy, competitive marketplace, especially on web-based platforms, including Google search and social media.
  - Marketing strategy for online degree programs/the University of Arkansas ONLINE. Describe how you will:
    - Use marketing to attract qualified applicants most likely to enroll in online degree programs
    - Facilitate a clear presence in the marketplace that targets learner populations for the U of A ONLINE
    - Use data/research to drive marketing decisions that are innovative and proven
    - Increase public awareness of U of A online degree programs and enhance the U of A brand
    - Recommend marketing platforms, primarily internet-based
    - Manage and optimize campaign creatives and strategies
    - Identify and target audiences
    - Ensure campaigns align with the U of A mission and enhance the U of A brand (See brand.uark.edu)
    - Evaluate the current U of A ONLINE marketing strategies and make recommendations
    - Integrate marketing messages across all platforms, paid advertising and earned media, including websites and CRM messaging
  - Marketing strategy for the University of Arkansas Professional and Workforce development programs. How will you:
    - Use marketing to attract qualified applicants most likely to register for enhanced education/workforce development education
    - Facilitate a clear presence in the marketplace that targets learner populations for workforce development programs
    - Use data/research to drive marketing decisions that are innovative and proven.

- Increase public awareness of U of A Professional and Workforce and its home inside the Collaborative in Bentonville
- Development programs and enhance the U of A brand
- Recommend marketing platforms, primarily internet-based
- Manage and optimize campaign creatives and strategies
- Identify and target audiences
- Ensure campaigns align with the U of A mission and enhance the U of A brand (See [brand.uark.edu](http://brand.uark.edu))
- Evaluate the current U of A Professional and Workforce Development marketing strategies and make recommendations
- Integrate marketing messages across all platforms, paid advertising and earned media, including websites and CRM messaging

**Straight-forward answers:**

- What specific marketing experience do you have in reaching non-traditional, working-adult audiences to promote ONLINE higher education and workforce development programs?
- What is your fee structure for services? How do you determine costs for specific services: theme/tagline development; creatives for ad sets, blog and web SEO keyword recommendations, etc.
- UAF is under contract with another company to provide digital (internet) media plans, buys and ROI reports. What experience do you have in providing other marketing services (e.g. creatives, marketing strategy, content creation and SEO) separately from media-buy services?
- What do you anticipate will be the cost of initial startup of campaigns for (1) the U of A ONLINE and (2) U of A Workforce Development? What would that startup look like and include? (Travel, professional services, implementation, creatives, other) Provide details and estimated associated costs.
- What unique knowledge, research, skills and experience would your company provide in promoting ONLINE higher education and workforce development programs?
- How will you communicate to the U of A foreseeable expenses and a realistic perspective on the expected overall return on investment for the U of A?
- Are you willing to work WITHOUT a micro-marketing /lead website? All marketing will be directed to [online.uark.edu](http://online.uark.edu) or [training.uark.edu](http://training.uark.edu).
- What is your company profile: (at a minimum, include the following)
  - Total number of company employees
  - The number and job descriptions of employees to be directly connected with the performance of duties in this agreement
  - Headquarters, offices
  - What sets you apart from other companies/vendors? Why should the U of A choose your company?
- Provide a list of any sub-contractors (companies/vendors) whom you will, or might, engage in the performance of duties in this agreement. Delineate between tasks to be completed exclusively by your company and which tasks you will hire another company to complete.
- List personnel who would be assigned to work with UAF, including name, title, and resume. In addition, please provide e-mail and telephone/fax number of the principal contact.
- Indicate specifically if there are any costs to be borne by UAF outside the basic fee structure.

**15. EVALUATION AND SELECTION PROCESS**

It is the intent of the UA to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UA assessment of the Respondent's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UA. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UA (for

whatever reasons), UA may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of one-hundred twenty (120) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

**A. Complete/Thorough Proposal (40 Points)**

Respondent with the highest rating shall receive forty (40) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Understanding of the nature of the project
- Adherence to University Requirements.
- The Respondent’s compliance with all requirements of the RFP specifications.
- Detailed proof of all requested qualifications and specified services.
- Project timeline (capacity to complete the project within realistic timeframe).
- Respondent Presentations

**B. Respondent Qualification (30 Points)**

Respondent with highest rating shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Profile of organization (Respondent Overview)
- Number of years in business
- Description of similar engagements
- Higher Education References

**C. Cost (30 Points)**

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

- Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
- The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
- Remaining bids will receive points in accordance with the following formula:

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

a = lowest cost bid in dollars

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for Cost category (30)

d = number of points allocated to bid

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

**16. SERVICE PERFORMANCE STANDARDS**

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to University Requirements	Reference standard terms, conditions and all articles of RFP	<b>Termination of Contract:</b> Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville.
Scope of Services	Reference Sections 1 & 2 of RFP: Description, Overview and Scope	<b>Termination of Contract:</b> Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville.
Specifications, Goals and Deliverables	Reference Section 14 of RFP: Specifications/Goals and Deliverables	<b>Termination of Contract:</b> Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville.

**APPENDIX I: OFFICIAL PRICE SHEET**

**RFP NAME: Marketing Services**

**RFP NUMBER: 05312023**

**PROPOSAL DUE DATE/TIME: 06/22/2023 2:30 PM CDT**

**RESPONDENT INFORMATION CONTACT: \_\_\_\_\_ PHONE/EMAIL: \_\_\_\_\_**

**Reference Section 3-Costs / Pricing** for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the 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.**

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

**NOTE:** Bids must be submitted on this official bid form to be considered. Respondents must use this Official Bid Price Sheet when submitting bids in response to this RFP. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this bid document. Pricing must include shipping and handling charges.

<b>Item</b>	<b>*Description</b>	<b>Discount (\$ or %)</b>	<b>Total Price</b>
<b>1.</b>	<b>Services inclusive of all elements in Section 2 – Scope of Work</b>		<b>\$</b>
	<b>GRAND TOTAL</b>		<b>\$</b>

## APPENDIX II: RESPONDENT INFORMATION / REFERENCES

Respondent must provide the following information as part of this proposal:

1. Respondent Representative
  - Contact Name
  - Telephone
  - Email Address
  - Address
  
2. References of your current customer(s) as specified in **Section 4** of this RFP document:
  - a. Company/Organization Name:
    - Contact Name
    - Telephone
    - Email Address
    - Address
  
  - b. Company/Organization Name:
    - Contact Name
    - Telephone
    - Email Address
    - Address
  
  - c. Company/Organization Name:
    - Contact Name
    - Telephone
    - Email Address
    - Address



REQUEST FOR PROPOSAL

BU: GLBL RFP05312023

SUBMIT BID RESPONSES TO:

By USPS:
University of Arkansas – Business Services
UPTW Rm 101
1 University of Arkansas
Fayetteville, AR 72701

Procurement Official: Geoff Hulse

Proposal Due Date: 06/22/2023 Time: 2:30 PM CST

Bid Description: Marketing Services

By FedEx, UPS or another private carrier to Physical Location:

University of Arkansas – Business Services
UPTW Room 101
1001 East Sain St.
Fayetteville, AR 72703
(479) 575-2551

Company Name: \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_
State: \_\_\_\_\_
Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_
Fax: \_\_\_\_\_
Email: \_\_\_\_\_
Web Site: \_\_\_\_\_

SIGNATURE REQUIRED FOR RESPONSE

THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED PACKAGE ALONG WITH BID. COMPANY NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.

NOTE: Formal bids are NOT accepted by fax or email. All bid submissions must be received and accepted by the Purchasing Office no later than the date and time designated on the official bid document, unless otherwise stated by the Procurement Official.

NOTE: The above listed date and time is the LATEST the bid will be accepted. ANY bids received after that time will NOT be considered.

NOTE: Pricing awarded on a resulting contract from this bid shall be available to all University of Arkansas departments. Terms stated in the bid response, including pricing and delivery, are available for use outside of the Northwest Arkansas region, but may result in higher shipping costs.

NOTE: 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 upon approval by the issuing agency and with a participating addendum signed by the contractor.

By signing below, bidder agrees to furnish the items and/or services listed herein at the prices and/or under the conditions indicated in the official Bid Document. Acceptable signatures are ink or electronic.

Name (Type or Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## STANDARD TERMS AND CONDITIONS

**ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL SUPPLIERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.**

### 1. PREPARATION OF BIDS

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid.
- 1.3 Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- 1.4 Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- 1.5 Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

### 2. SUBMISSION OF BIDS

- 2.1 Bids, modifications, or corrections thereof received after the closing time specified will not be considered.

### 3. ACCEPTANCE OF BIDS

- 3.1 The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
- 3.2 If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept.

### 4. ERROR IN BID

- 4.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

### 5. AWARD

- 5.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications or on the basis for best value.
- 5.2 When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in or as expressly stated in the RFP.
- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance as specified in the RFP results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.
- 5.4 Effective October 2022, supplier management will be handled through PaymentWorks. Suppliers must be invited by the university to register through PaymentWorks to establish a Supplier Account.

Additionally, Minority and Women-Owned businesses are encouraged to take the following steps for proper verification and identification through the Arkansas Office of State Procurement and Arkansas Economic Development Commission:

- 1) [Register](#) through the state of Arkansas Office of State Procurement (OSP) to receive an AASIS vendor ID#.
- 2) [Submit](#) your business to the Arkansas Economic Development Commission (AEDC) online searchable directory.
- 3) [Certify](#) your business through AEDC (optional, but requires AASIS ID)

**6. DELIVERY**

- 6.1 The RFP will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- 6.2 Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.
- 6.3 Packing memoranda shall be enclosed with each shipment.

**7. ACCEPTANCE AND REJECTION**

- 7.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

**8. TAXES AND TRADE DISCOUNTS**

- 8.1 Do not include state or local sales taxes in bid price.
- 8.2 Trade discounts should be deducted from the unit price and net price should be shown in the bid.

**9. DEFAULT**

- 9.1 Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- 9.2 Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

**10. WAIVER**

- 10.1 The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single Supplier and would have the same effect on all Suppliers.

**11. CANCELLATION**

- 11.1 Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increase in prices or failure to perform, that Supplier shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the Supplier to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

**12. ADDENDA**

- 12.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.

12.2 Only written addenda is part of the bid packet and should be considered.

13 **ALTERNATE BIDS**

13.1 Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

14 **BID OPENINGS**

14.1 Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any Supplier as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

15 **DEBRIS REMOVAL**

15.1 All debris must be removed from the University after installation of said equipment.

BU: GLBL RFP05312023**SUBMIT BID RESPONSES TO:****By USPS:**

University of Arkansas – Business Services  
UPTW Rm 101  
1 University of Arkansas  
Fayetteville, AR 72701

Procurement Official: Geoff HulseProposal Due Date: 06/22/2023 Time: 2:30 PM CSTBid Description: Marketing Services**By FedEx, UPS or another private carrier to Physical Location:**

University of Arkansas – Business Services  
UPTW Room 101  
1001 East Sain St.  
Fayetteville, AR 72703  
(479) 575-2551

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA comprises 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 240 academic programs. The UofA contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2022, student enrollment totaled approximately 30,936. The faculty count totaled 1,490 and the staff count totaled 3,350. The UofA is one of the nation's top public research universities and the state's foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA among only 3 percent (3%) of universities in America that have the highest level of research activity.

**REQUIRED**

**Respondents must submit one (1) signed original (hard copy) and two (2) soft copies of their Proposal (i.e. USB Flash drive). USB's must match hard copy completely.**

**REQUIRED Additional Redacted Copy**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UAF and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act ("FOIA") without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

**IMPORTANT:** Respondents must address each of the requirements of this bid request which is in the format of a Request for Proposal. Supplier's required responses should contain sufficient information and detail for the University to further evaluate the merit of the Supplier's response. Failure to respond in this format may result in bid disqualification.

**IMPORTANT:** If questions are submitted to the University to clarify bid specifications or the scope of the bid, an individual response will be sent to the submitting party **only**. All question and answer documents will be immediately posted to the University Hogbid website, information and a link is listed here: <http://hogbid.uark.edu/index.php> for interested firms, companies, individuals to review. It is the responsibility of all parties to review the University official bid website, Hogbid, to be informed of all important information specific to the solicitation.

### **Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable University of Arkansas procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, [include with Original and any required Copies] and can only be protected to the extent permitted by Arkansas law.

**Note of caution:** Do not attempt to mark the entire proposal as "proprietary". Do not submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary. Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Cost cannot be considered as proprietary.**

### **Ethical Standards**

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

### **Disclosure**

#### **A. Contract and Grant Disclosure**

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the bidder's business, the bidder must state so in writing.

#### **B. Bidder Conflict of Interest Form**

Only when applicable, for any Request for Proposal ("RFP") that requires the disclosure of existing conflict of interest circumstances, the Bidder should complete the Bidder Conflict of Interest Form and submit with bid response. It is the responsibility of the Bidder desiring to be considered for a bid award to complete and return this form, along with the Contract and Grant Disclosure and certification Form. The purpose of these forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas ("University") regarding any questions of conflict of interest shall be final.

### **Arkansas Technology Access Clause**

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Supplier expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**Accordingly, the Supplier expressly represents and warrants** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State 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:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Supplier does not completely meet these standards, the Supplier must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, 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 and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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>.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: [http://procurement.uark.edu/resources/documents/VPAT\\_Blank.pdf](http://procurement.uark.edu/resources/documents/VPAT_Blank.pdf)

Note: All Suppliers should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the bid solicitation. Our expectation is that the Supplier will assign technical personnel who understand accessibility to the

task. If a component of a VPAT does not apply, it is up to the Supplier to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

Please note here if a Voluntary Product Accessibility Template (VPAT) form **IS or IS NOT INCLUDED** with this bid response. \_\_\_\_\_.

**Failure to include the Voluntary Product Accessibility Template (VPAT) form (if applicable) could result in bid disqualification.**

#### **University of Arkansas Logo / Trademark Licensing**

Merchandise that carries a University logo or trademark must be purchased from Suppliers that are licensed through the Collegiate Licensing Corporation. Therefore, bidders are required to be currently licensed to carry the University of Arkansas logo in order to be eligible to submit bids for those requests that involve the University of Arkansas logo or trademark. Only those offers submitted by currently licensed bidders will be considered for award.

#### **Non-Discrimination and Affirmative Action**

Supplier agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination and affirmative action.

a. Consistent with Ark. Code Ann. § 25-17-101, the Supplier agrees as follows: (a) the Supplier will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the Supplier will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the Supplier to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the Supplier will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Supplier.

b. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

#### **Performance Timeline**

Contractor agrees to begin performance of this Agreement within ten (10) calendar days after it receives notice from the University that the Agreement has received legislative approval, if necessary, or the final contract has been signed by both parties, whichever is later (the “Commencement Date”). Time is of the essence in the Contractor’s performance of this contract. If the Contractor fails to meet certain milestones within a specific timeline, the University will sustain damages. Therefore, if Contractor fails to complete certain services with the time limits herein specified, Contractor shall pay to the University, as liquidated damages and not in the nature of a penalty, the amount specified below, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that the University will sustain in the event of any such delay. Said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said liquidated damages amount shall be deducted from the amount due to Contractor.

<b>Performance Milestone</b>	<b>Completion Deadline (calculated from the Commencement Date)</b>	<b>Liquidated Damages</b>
If there is a default in the performance of any of the material terms, conditions or covenants contained in this Agreement or Contract	3 months	20% of the total initial cost and annual fee
If there is failure to cure in the performance of any material terms, conditions or covenants contained in this Agreement or Contract	3 months	15% of the total initial cost and annual fee
If there is failure to perform in the performance of any material terms, conditions or covenants contained in this Agreement or Contract	6 months	10% of the total initial cost and annual fee

**Prohibition on Contracting**

In accordance with Ark. Code Ann. § 25-1-503, Supplier hereby certifies to University that Supplier (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Agreement/PO/Contract not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Supplier breaches this certification, University may immediately terminate the Agreement/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**Processing of Personal Data – European Union General Data Protection Regulations**

With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union (EU), each party certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of personal data in accordance with the EU’s General Data Protection Regulations (“GDPR”). The parties have or will specify the subject matter and duration of the processing; the nature and purpose of the processing; and the type of personal data and categories of data subject. Supplier (Processor) will only act on the written instruction of the University (Controller) and will assist the University in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects’ requests, and allowing data subjects to exercise their rights. Supplier will ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of the University and under a written contract. Supplier consents to audits and inspections as necessary to ensure compliance with these provisions. Supplier shall return, or, at the University’s discretion, delete all personal data obtained from the University (and any copies thereof) at the end of the contract and submit whatever information the University needs to ensure that both parties are meeting their GDPR Article 28 obligations.

**Dun and Bradstreet DUNS Number**

We highly encourage all University of Arkansas contract Suppliers to use a Dun and Bradstreet number (DUNS Number). The D & B DUNS Number is a unique nine digit identification sequence, which provides unique identifiers of single business entities, while linking corporate family structures together. If your business has not registered, you may do so at: <http://www.dnb.com/>

If available, please provide your Dun and Bradstreet DUNS Number below:

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**MINORITY AND WOMEN-OWNED BUSINESS  
REPORTING**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UAF shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public construction programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended:

- Ten percent (10%) for minority business enterprises with two percent (2%) allocated for service-disabled veteran-owned minority business enterprises; and eight percent (8%) for all other minority business enterprises; and
- Five percent (5%) for women-owned business enterprises

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 and 22-9-203 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects, including capital improvement projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

To ensure the University of Arkansas is meeting its goal to support minority and women-owned businesses, we ask that contractors disclose if they, or, if applicable, any subcontractors, are minority or women-owned businesses.

**Instructions:**

Please check the appropriate statement below:

- Minority and Women-Owned Business Information Attached.**
- Minority and Women-Owned Business Information Not Applicable.**

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain files of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.



**EQUAL OPPORTUNITY POLICY REQUIREMENT  
FOR CONTRACTORS**

Pursuant to Arkansas Code Annotated § 19-11-104, any prospective contractor who is responding to a formal bid request, request for qualifications, or negotiating a contract with the state for professional, technical, or general services, must submit their most current equal opportunity policy (EEO Policy). This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is \$25,000 or greater. If contractor does not have an established EEO Policy, please indicate this fact in your response below.

This is a mandatory response requirement when submitting a formal proposal or entering a service contract as outlined above. Submit this completed and signed form, and associated attachments, with your proposal or contract.

**Instructions:**

Please check the appropriate statement below:

**Current EEO Policy Attached.**

**EEO Policy Not Available.**

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain files of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.



**ILLEGAL IMMIGRANT  
CERTIFICATION**

Pursuant to Arkansas Code Annotated § 19-11-105, state agencies are not allowed to enter into contracts for the procurement of public, professional, technical or general services, or any category of construction with any contractor who employs or contracts with illegal immigrants. This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is \$25,000 or greater.

Contractor(s) must certify with the state, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. This certification process is a mandatory requirement. Submit this completed and signed form, and your online screenshot of certification, with your proposal or contract. Failure to certify may result in rejection of your proposal, and no contract award will be made to a contractor who has not so certified.

**Instructions:**

- Contractor(s) are to certify online: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>
- Print screenshot of your online certification and submit with proposal or contract.
- Please check the appropriate statement below and include response:

We have certified online that we do not employ or contract with any illegal immigrants, and screenshot of certification is attached.

Date online certification completed:



We have NOT certified online at this time, and we understand that no contract can be awarded to our business until we have done so.

Reason for non-certification:

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

For purposes of this requirement, “*Illegal immigrant*” means any person not a citizen of the United States who has:

- a. Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
- b. Legally entered but without the right to be employed in the United States; or
- c. Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

For questions, please contact the Procurement Department by calling (479) 575-2551.



**BIDDER CONFLICT OF INTEREST FORM**

For any Request for Proposal (“RFP”) that requires the submission of this form, it is the responsibility of a Supplier or individual (“Bidder”) desiring to be considered for a bid award to complete and return this form, along with the attached Contract and Grant Disclosure and Certification Form (together the “Forms”), on or prior to the date stated in the RFP for submission of these Forms. The purpose of these Forms is to give Bidders an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University of Arkansas (“University”) regarding any questions of conflict of interest shall be final.

A disclosure does not automatically result in the Bidder being removed from consideration. However, the University reserves the right, at the sole discretion of the University, to take any or all of the following actions at any point in the RFP process: (i) request further information from the Bidder, including but not limited to lines of business activity, ownership structure and affiliate information; (ii) a review of potential or actual conflicts of interest; and/or (iii) remove a Bidder from consideration.

A conflict of interest may exist in circumstances including, but not limited to, when (i) a Bidder is unable or potentially unable to provide impartial contract performance due to competing duties or loyalties; (ii) a Bidder's objectivity in carrying out the contract is or might be otherwise impaired due to competing duties or loyalties; (iii) a Bidder or any of its affiliates is in direct or indirect competition with the University; and/or (iv) a Bidder or any of its affiliates provides significant services or support for any direct or indirect competitor to the University. For purposes of this Form, an “affiliate” is defined as an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common control with the Bidder or has at least one common owner or shareholder with the Bidder.

Each Bidder must provide a list of all business activity and affiliates that may create any actual or potential conflict of interest in relation to this procurement. The list should indicate the name of the entity, the relationship, and a description of the conflict. Please use the chart below and attach additional pages as necessary.

Failure to disclose complete and accurate information may disqualify the Bidder.

Name	Relationship	Description

*I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and complete and that I agree to supplement this information if any further conflicts of interest arise or come to my attention.*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Bidder Name \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_



### RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a Public Entity shall not enter into a contract valued at \$1,000 or greater with a contractor unless the contract includes a written certification that the contractor is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract with, any Public Entity as defined in § 25-1-503\*. 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.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

\* “Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

For questions, please contact the Procurement Department by calling (479) 575-2551.

## 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.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

Yes  No

IS THIS FOR:

Goods?  Services?  Both ?

TAXPAYER ID NAME:

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNT  
RY:

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

None of the above applies

### FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, 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 <small>[senator, representative, name of board/commission, data entry, etc.]</small>	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 \_\_\_\_\_ Agency \_\_\_\_\_ Contact \_\_\_\_\_ Contract \_\_\_\_\_  
Number \_\_\_\_\_ Name \_\_\_\_\_ Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_ or Grant No. \_\_\_\_\_