

UNIVERSITY OF ARKANSAS

REQUEST FOR PROPOSAL

SUBMIT BID TO: Purchasing Department
321 Administration Building
Fayetteville, AR 72701
(479) 575-2551

BU: SPRS R542425
Buyer: ELLEN FERGUSON
Bid Opening Date: 10/7/14 Time: 2:30 P.M.
Bid Description: PROFESSIONAL
ADVERTISING SERVICES

VENDORS WHO DO NOT WISH TO RESPOND TO A BID ARE NOT REQUIRED TO DO SO. HOWEVER, VENDORS NOT RESPONDING AND/OR SUBMITTING A "NO BID" RESPONSE TO THREE CONSECUTIVE BID INVITATIONS FOR THE REQUESTED COMMODITY MAY BE REMOVED FROM THE UNIVERSITY'S BIDDERS LIST.

Please Print or Type

Company Name: _____ **Phone:** _____
Address: _____ **Fax:** _____

City: _____ **EMail:** _____
State: _____ **Web Site:** _____
Zip Code: _____

SIGNATURE REQUIRED FOR RESPONSE

THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED ENVELOPE WITH VENDOR NAME, BID NUMBER, AND BID OPENING DATE CLEARLY NOTED ON OUTSIDE OF ENVELOPE IN ORDER FOR BID TO BE ACCEPTED. BID WILL BE ACCEPTED EITHER SIGNED IN INK OR WITH ELECTRONIC OR FACSIMILE SIGNATURE.

BIDS MAY NOT BE FAXED DIRECTLY TO UNIVERSITY IN RESPONSE TO THIS REQUEST FOR PROPOSAL.

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: All Arkansas state agencies and institutions of higher education may utilize or "Piggy Back" onto this contract if it is acceptable to the supplier and in the best interest of the institution and the taxpayers of the state of Arkansas.

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.

Name (Type or Print): _____ Title: _____
Signature: _____ Date: _____

STANDARD TERMS AND CONDITIONS

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 its Invitation for Bids, or as expressly stated in the Invitation for Bid.
- 5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
- 5.4 Vendors awarded contracts for commodities and/or services are encouraged to participate in our University Shopping Mall. This online catalog database is operated by a third party provider and will allow all University departments to place orders to multiple vendors online. A monthly maintenance fee, to be negotiated between each vendor and the shopping mall data base provider, is required.

6. DELIVERY

- 6.1 The Invitation for Bid 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 vendor and would have the same effect on all vendors.

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 vendor shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the vendor 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 vendor 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.

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 VENDORS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

SUBMIT BID TO: Purchasing Department
321 Administration Building
Fayetteville, AR 72701
(479) 575-2551

BU:	<u>SPRS</u>	<u>R542425</u>
Buyer:	<u>ELLEN FERGUSON</u>	
Bid Opening Date:	<u>10/7/14</u>	Time: <u>2:30 P.M.</u>
Bid Description:	<u>PROFESSIONAL ADVERTISING SERVICES</u>	

Please send one (1) signed original, and three (3) signed copies (including 1 copy on CD and/or USB Flash Drive) of your response to this bid. The extra copies are needed for bid evaluation purposes. In addition, please provide an electronic redacted copy of the complete bid response. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.

Please do not send bid responses to different bids in the same envelopes.

Branding/Marketing Advertising Services for eVersity Program as per Request for Proposal.

General Campus Background for University of Arkansas

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas, is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering more than 210 academic programs. As of Fall 2013, student enrollment totaled approximately 25,341. The faculty count totaled 1,333 and the staff count totaled 3,063. The UofA is 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 as having "the highest possible level of research," placing us among the top 2 percent of colleges and universities nationwide.

Proprietary Information

Proprietary information submitted in response to this bid will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the bid become the property of the State and shall be open to public inspection subsequent to bid opening. **Any proprietary information must be identified and sealed separately within proposal [include with Original and any required Copies].**

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

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 Vendor 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, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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 vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (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.

State agencies cannot claim a product as a whole is not commercially 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.

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, 2013.

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://www.itic.org/public-policy/accessibility>

Note: All vendors 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 vendor will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the vendor 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 needed) could result in bid disqualification.

University of Arkansas Logo / Trademark Licensing

Merchandise that carries a University logo or trademark must be purchased from vendors 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

Vendor 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 vendor agrees as follows: (a) the vendor 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 vendor 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 vendor 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 vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 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.

Dun and Bradstreet DUNS Number

We highly encourage all University of Arkansas contract vendors 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:

Extra Redacted Copy

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete 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 CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

Request For Proposal

Branding/Marketing/Advertising Agency for eVersity
University of Arkansas System
Opening Date: 10/07/14, 2:30 p.m.

1.0 **INTRODUCTION**

The Board of Trustees of the University of Arkansas seeks proposals from reputable branding, advertising, marketing and communications firms and agencies to help with the launch of the System's new online education effort, called the University of Arkansas System *eVersity*. The 100 percent online *eVersity* will begin classes in Fall 2015 and is seeking help with branding, marketing, advertising and identifying and reaching specific demographics of students who can benefit from this new and exciting effort.

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

Nate Hinkel
Interim Communications Director, University of Arkansas System
2404 N. University Avenue
Little Rock AR, 72227
E-mail: nhinkel@uasys.edu
Phone: 501-686-2951
Fax: 501-686-2506

All general questions regarding submittal of this RFP should be directed to:

Ellen Ferguson, Buyer
Office of Business Affairs
321 Administration Building
University of Arkansas
Fayetteville, AR 72701
E-mail: ellenf@uark.edu
Phone: (479) 575-5314
Fax: (479) 575-3128

2.0 **SCOPE**

The core of the engagement would focus on defining and building a consistent and cohesive brand for the University of Arkansas System *eVersity*, including developing advertising and other creative marketing strategies and solutions to raise awareness of and preference for the *eVersity*, which begins classes in Fall 2015.

With more than 60,000 students and 17,000 employees at 18 units, the University of Arkansas System is the state's leading educational provider and sets the bar for excellence in education throughout Arkansas. It covers the state and includes outstanding community colleges, leading research universities, a nationally respected medical school, law schools, a presidential school, and a vibrant agricultural research and extension community. The entire state is touched by some aspect of the University of Arkansas System. All of *eVersity*'s courses and degrees will be delivered and taught by the same faculty that currently teaches for the University of Arkansas System. At *eVersity*, students will receive the same high-quality instruction they would receive on any of the brick-and-mortar campuses. The focus of *eVersity* is on providing accessible, affordable, high-demand, workplace-relevant degrees that deliver the skills employers require to be successful in today's competitive marketplace. Initial communication efforts will be focused on the State of Arkansas. A strong emphasis will be placed on the adult learner and those not able to access traditional face-to-face forms of higher education.

The *e*Versity believes that each student is unique, that a college education makes a powerful difference in the lives of individuals, families, and communities, and that it is our duty to build a learning ecosystem that maximizes students' chances to complete their educational journey. It is time for an educational institution to be designed with the student's educational interest at the core of every decision. While there are many wonderful educational institutions that provide a wide variety of educational experiences and a tremendous number of choices in the educational market, we proudly proclaim that we are different than the others and want to tell everyone about it. We are different in how we build our courses, in how we think about our curriculum, and in how we support our students.

The *e*Versity expects the successful branding campaign to further enhance current recruitment and philanthropic initiatives. In addition, the agency will develop specific marketing campaigns that extend the overarching brand awareness effort to cultivate, identify and reach specific demographics of potential students who could benefit from the type of online educational experience *e*Versity will provide. The selected agency preferably will have higher education experience, though it's not required.

Founded in March 2014, the *e*Versity is a start-up entity that embraces innovative thinking and business practices, is operating in a lean environment, and seeks to rethink traditional approaches to delivering and supporting higher education while maintaining a commitment to deep and rigorous learning. The *e*Versity seeks to leverage the reputation of the University of Arkansas System, while charting a unique, innovative educational strategy. The *e*Versity hopes to find a partner in its agency of record that understands and embraces its mission to help us share this exciting opportunity with potential students whose lives we aim to improve.

Other specific services expected from the agency include the following:

- Review and analyze market research for purposes of developing a distinctive positioning strategy that builds on our strengths and differentiates us from the competition.
- Develop a brand building plan that would include paid, earned, and owned media opportunities, as well as distinctive social engagement strategies for extending the relevance of the brand across all digital platforms (web, social, mobile), as well as traditional media.
- Conduct additional research as needed to test advertising and messaging, in addition to the effectiveness of overall branding and advertising efforts.
- In conjunction with *e*Versity officials, the agency will plan, create, develop and execute advertising and marketing opportunities. Potential media could include television, radio, digital (web, social, mobile), print and non-traditional.
- Media strategy, planning, and execution (traditional and non-traditional)
- Provide ongoing strategic marketing counsel and support, as needed. The core of the engagement would focus on defining and building a consistent and cohesive brand for the *e*Versity, including developing advertising and other creative marketing strategies and solutions to raise awareness of and preference for the *e*Versity, specifically in finding and reaching potential students.

3.0 **INSTRUCTIONS TO BIDDERS & CONTRACT TERMS**

All bidders are strongly encouraged to carefully review the following instructions to bidders. The University of Arkansas is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.

3.01 **Receipt of Proposals**

Sealed proposals must be received in the Office of Business Affairs, Administration Building Room 321 no later than **Oct. 7 at 2:30 p.m.**, at which time all received proposals will be publicly opened. Four (4) copies of the

proposal should be provided and one copy on a CD. Any proposal received after the time specified for receipt of proposals will not be considered. All rejected proposals will be returned unopened. All proposals must be in writing and must be executed and **signed** by an authorized officer of the bidder.

The University reserves the right to reject any and all proposals and to waive formalities.

3.02 **Contract Length**

The required services described herein are to commence as soon as possible and shall continue in force for one (1) year. Thereafter, if needed, the contract will be renewed upon mutual agreement of both parties for a period of additional years unless terminated sooner.

3.03 **Contract Information**

Bidders should note the following in regard to the University's contracting authority and amend any documents accordingly.

The University may not contract with another party:

To pay any penalties or charges which in fact are penalties for any reason.

To indemnify and defend that party for any liability and damages, however, the University may agree to hold the other party harmless from any loss or claim provided that any determination of the liability of such losses or claims shall be according to the procedures and under the jurisdiction of the Arkansas State Claims Commission.

Upon default, to pay damages, legal expenses, other costs and expenses of any other party.

To agree to conduct litigation in a place other than Washington County, Arkansas.

To agree with any provisions of a contract which violates the laws of the Constitution of the State of Arkansas.

3.04 **Contract Termination and Assignment**

Either party shall have the right to terminate this contract for any reason during its term, upon giving a minimum of sixty (60) days notice to the other party.

The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds and cause for immediate termination of this contract.

3.05 **Formation of the Agreement/Contract**

At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected Contractor:

- A. Accept a proposal as written by issuing a written notice to the selected Contractor, which refers to the Request For Proposal and accept the proposal submitted in response to it.
- B. Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Bidder should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

The contents of this RFP will be incorporated into the final contract documents, which will include a Standard University agreement.

3.06 **Provisions Deemed Included in the Proposal**

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

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

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

3.07 **Award**

The University 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 Bidders. Contract will be awarded to the Bidder whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of the University, best meets the overall goals and financial objectives of the University.

3.08 **Cost for Proposal Preparation and Campus Visits**

The University will not reimburse Bidders costs incurred in the preparation and submission of proposals, nor will the University reimburse Bidders for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

3.09 **Telegraphic Proposals**

Telegraphic, email or FAX proposals will not be considered. However, written proposals may be modified by such means, provided the notice of modification is received prior to the opening date and hour specified, and a signed written confirmation of the modification is received by the University within 48 working hours of receipt of the telegraphic modification.

3.10 **Acknowledgment of Addenda**

Bidders should acknowledge receipt of addenda by letter, email or FAX within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.

3.11 **Additional Information**

Bidders are cautioned that the University is not obligated to ask for or accept after the opening date, data that is essential for a complete and thorough evaluation of the proposal. The University may award a Contract based upon initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms as possible.

3.12 **Proprietary Information**

After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, the extent permitted by law, remain confidential provided such material is clearly so marked by the Bidder prior to submission of the RFP. However, financial proposal information may not be confidential.

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete 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 CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

3.13 **Force Majeure**

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

3.14 **Non-Discrimination and Affirmative Action:** Vendor 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 vendor agrees as follows: (a) the vendor 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 vendor 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 vendor 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 vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

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.

4.0 **CONTRACTOR OPERATING REQUIREMENTS & OBLIGATIONS**

4.01 **Standard of Performance**

The Contractor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Contractor will be documented and submitted to the Contractor for immediate review and corrective action. Continued instances of poor performance will be deemed a breach of the specifications of this RFP and shall be grounds and cause for immediate termination of this contract. A review meeting will be called between the University and the Contractor when

documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be developed and implemented. The University retains the right to assess whether and when performance is subsequently acceptable.

4.02 **Indemnification & Insurance**

The Contractor shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

The Contractor shall purchase and maintain at Contractor's expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

Workers Compensation: As required by the State of Arkansas.

Commercial 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.

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 the University of Arkansas.

4.03 **Examination of Records**

The Contractor agrees that the University or any of its duly authorized representatives shall at any time during the term of this contract have access to, and the right to audit and examine, any pertinent records of Contractor related to this Contract.

4.04 **Permits & Licenses**

The Contractor will obtain and maintain, at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

4.05 **Quality of Services**

It is the intention of the University that this service is of the highest quality attainable. The Contractor shall consistently maintain a superior record of conformance with all state and local regulations.

4.06 **Code Compliance**

Contractor will abide by all State and Federal laws, safety and fire codes, regulations and other ordinances pertaining to the Contractor's operations at the University.

4.07 **Taxes**

The Contractor will be responsible for collection and payment of all required taxes (local, state, federal) relating to its agreement with the University.

5.0 **PROPOSAL FORMAT**

5.01 **Proposal Format and Content**

1. Describe your unique qualifications and experience (see the first evaluation criteria item).
2. Provide references directly relevant to the scope of this project (see Section 5.04).
3. Describe current and projected workload and work capacity (see the third evaluation criteria item).
4. Describe work elements and how they will be performed.
5. Provide a project schedule showing allocation of effort and estimated completion date.
6. Provide a summary of all project costs with not-to-exceed budgets for reimbursable expenses such as travel, communications, supplies, printing, etc.

5.02 **Organization**

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

5.03 **Support Staff & Personnel**

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

Management Support

1. The UA System and eVersity will designate an individual to work directly with the vendor and act as liaison during the time of development and production.
2. The vendor must be available to meet on site at the UA System and/or eVersity offices and conduct telephone conferences with designated individual on an as-needed basis to plan and assess requirements for completion of the project.

5.04 **References**

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

6.0 **PROPOSAL EVALUATION**

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

1. Responses to the RFP, including the articulation of various services offered and their respective costs.
2. The agency's experience and success in the administration of similar projects, especially with any higher education or start-up focus, with customer references.
3. The qualification and experience of individuals to be assigned to the project.
4. The cost to the University of Arkansas.

6.01 **Evaluation Criteria**

In general, all proposals will be evaluated as to their ability to provide the requested services and financial objectives of the eVersity. Specifically, the eVersity will review all accepted proposals with particular emphasis on the following:

1. Demonstrated experience and competence in performing the defined scope of work. Specifically, respondents must indicate their unique qualifications and experience, especially with higher education or start-up efforts, including references for at least three (3) projects of similar size and scope performed in the higher education sector during the last five (5) years: Equals **30% of scoring.**
2. Prior performance as verified based upon references provided in Criteria 1 above and through other inquiries made by the eVersity: Equals **25% of scoring.**
3. Quality, compliance, and completeness of proposal: Equals **20% of scoring.**
4. Price proposal: Equals **15% of scoring.**
5. Estimated capacity to perform the work defined. Respondents are to provide the names and brief biographies of the individuals who will be performing this work, and an organizational chart. Also list other work commitments to be met during the estimated duration of this assignment. Equals **10% of scoring.**

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

REFERENCES

Bidders shall submit three recent customer references of companies for whom you have provided advertising, marketing, branding or communications services:

1. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____

2. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____

3. Company Name _____

Address _____

Company Phone Number _____

Contact Person _____

Contact Phone Number _____

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, Request for Proposal or Qualification, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The University of Arkansas, Fayetteville Procurement Department, will maintain a database of policies or written responses received from all bidders.

Note: This is a mandatory requirement when submitting an offer as described above.

Please complete and return this form with your bid response.

Should you have any questions regarding this requirement, please contact this office by calling (479) 575-2551.

Sincerely,

Linda K. Fast

Linda K. Fast, APO, CPPO, CPPB
Manager of Procurement Services
University of Arkansas
Fayetteville, AR

To be completed by business or person submitting response: (check appropriate box)

EO Policy Attached

EO Policy previously submitted to UA Purchasing Department

EO Policy is not available from business or person

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

UNIVERSITY OF ARKANSAS
PROCUREMENT DEPARTMENT
1125 W. Maple ADMIN 321
Fayetteville, AR 72701
Tel: 479-575-2551
Fax: 479-575-4158

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any contractor, business or individual, having a public contract with a state agency for professional services, technical and general services, or any category of construction, in which the total dollar value of the contract is \$25,000 or greater must **certify**, prior to the award of the contract, that they do not employ or contract with any illegal immigrants.

For purposes of this requirement, “*Illegal immigrants*” 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.

This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company.

Bidders shall certify online at http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

Click on: “Procurement” on left-side information bar

Click on: Illegal Immigrant Reporting

Click on: “Vendor” Illegal Immigrant Contracting Disclosure Reporting Screen

Click on: “Vendor Submit Disclosure Form” to complete all fields required for the certification – then indicate below and sign this form to submit with your bid. *****NOTE*** Bid Number field is applicable if known.**

REQUIRED: Print Screenshot and include with your proposal and/or contract.

If you have any questions, please call the UA Procurement Department at 479-575-2551.

Thank you.

Linda K. Fast

Linda K. Fast, APO, CPPO, CPPB
Manager of Procurement Services
University of Arkansas

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:

Please check the appropriate statement below:

_____ We certified that we are not an illegal immigrant
or do not employ or contract with any illegal immigrants.

Date of certification: _____

_____ We cannot so certify at this time, and we understand that
a contract cannot be awarded until we have done so.

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____

(Printed or typed)

Date: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: Yes No SUBCONTRACTOR NAME: _____

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

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

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

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

FOR INDIVIDUALS *

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

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? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR A VENDOR (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	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

Rev. 08/20/07

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 _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____