

University of Arkansas at Fort Smith

5210 Grand Avenue Fort Smith, AR 72904

REQUEST FOR PROPOSAL AX-25-005

INTERNET - HOUSING

SOLICITATION INFORMATION					
Bid Number:	AX-25-005	Solicitation Issued:	April 18, 2025		
Description:	INTERNET - HOUSING				

	SUBMISSION DEADLINE FOR RESPONSE							
Deadline: May 15, 202	Bid Ope	ning Time: 3:00 p.m., Ce	ntral Time					

Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals on or before the bid opening date and time. Proposals received after the designated deadline **shall** be considered late and **shall** be returned to the Vendor without further review.

In the event that UAFS is closed for inclement weather, the bid opening shall be postponed until 3:00 p.m. the next fully open and operational workday.

DELIVERY OF RESPO	DELIVERY OF RESPONSE DOCUMENTS						
Delivery Address:	One (1) hard copy, one (1) digital copy, and one (1) digital redacted copy should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.						
	See page 22, PROPRIETARY INFORMATION / OPEN RECORDS						
	Shipping label or outer packaging should reference: AX-25-005 Internet - Housing						

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

INTRODUCTION SECTION 1

1.1 Introduction

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas - Fort Smith ("the University" or "UAFS" or "Client"), seeks proposals from qualified, experienced, financially sound, and responsible vendors to provide bundled services including Wired Internet and WIFI for the residential facilities on campus and affiliated locations.

Proposals shall be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

1.2 Purpose

This is a rebid of current services. Cox Communications has been the service provider for the UAFS campus since 2020. This contract has reached maturity and will expire on June 30, 2025.

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

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

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

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

1.3 Term of Contract

UAFS seeks to enter into a term contract beginning on July 1, 2025. The initial term shall be up to four (4) years, renewal upon mutual agreement not to exceed an aggregate total of seven (7) years. Any resulting contract of this RFP is subject to approval processes which includes legal review by UA General Counsel and the Arkansas Legislative Council.

1.4 Anticipated Calendar of Events

ТАЅК	DATE
Release of Request for Proposal	April 18, 2025
Deadline for Written Questions by Vendors	April 25, 2025
Deadline for Written Responses to Vendors (issued by addendum)	April 30, 2025
Proposals Due from Vendors	May 15, 2025
Interviews from Selected Vendors	Week of May 26, 2025
Intent to Award	June 1, 2025
Contract Start Date	July 1, 2025

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

1.5 Institution Summary

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

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

In the fall of 2015, UAFS offered its first graduate degree, a Master of Science in healthcare administration. In 2019, it launched its second graduate degree, a Master of Education with emphasis areas of English and curriculum and instruction.

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

The UAFS campus is comprised of 77 buildings and facilities located on 170 beautifully manicured acres and crowned with the Donald W. Reynolds Campus Plaza, Tower, and Campus Green. Students who choose to live on campus may do so in one of two residence hall complexes, complete with a full-service dining center, or the on-campus apartment complex for married students and upper-class students. Campus involvement is encouraged by participation in more than 100 registered student organizations, which includes academic

societies, a dynamic Greek life system, intramural sports, and cultural/special interest groups. The UAFS Lions compete in the NCAA Division II MIAA Athletic Conference in men's baseball, women's volleyball, and men's and women's basketball, golf, cross country, and tennis.

Enrollment:

- Fall 2020 5,887
- Fall 2021 5,444
- Fall 2022 5,360
- Fall 2023 5,506
- Fall 2024 5,496

Location: Fort Smith, Arkansas Website: <u>https://uafs.edu</u>

ACRONYM LIST

Wi-Fi: Wireless Fidelity
IPTV: Internet Protocol Television
ResNet: Residential Network
Mbps: Megabits per second
Gbps: Gigabits per second
ISP: Internet Service Provider
RIAA: Recording Industry Association of America
DMCA: Digital Millennium Copyright Act
CALEA: Commission on Accreditation of Law Enforcement Agencies
HEOA: Higher Education Opportunity Act

REQUIRED SERVICES / PROJECT SCOPE SECTION 2

UAFS Housing is seeking an Internet solution which will support current and future industry standards as well as enhance the student experience. This would include Ethernet ports in the Lion's Den Residence Halls and all eight buildings at Sebastian Commons Apartments. UAFS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Contractors must specify what additional components may be needed and are proposed to complete each configuration.

The Vendor is to provide bundled services including wired internet and WI-FI for the residential facilities and affiliated common areas on the campus as listed below (see Room Numbers & Locations, Pages 21-24)

- Lion's Den North, 601 N. Waldron (North), Fort Smith, AR
- Lion's Den Dining, 601 N. Waldron (Dining), Fort Smith, AR
- Lion's Den South, 601 N. Waldron (South), Fort Smith, AR
- Sebastian Commons Apartments & Housing Office, 801 N. 49th St, Fort Smith, AR

Services shall include:

- Wired Internet: At least one (1) wired Internet connection per resident located in each bedroom in the Lion's Den Residence Halls.
- Wired Internet: At least one (1) wired Internet connection per resident located in each bedroom in all eight (8) buildings of Sebastian Commons apartments.
- Wi-Fi Internet: Wi-Fi wall-to-wall pervasive wireless coverage in all residence halls and apartment units. This also includes exterior coverage in all courtyards between the buildings.
- Wi-Fi Internet: Wi-Fi wall-to-wall pervasive wireless coverage in the Lion's Den Dining Hall and UAFS Housing Office, not to interfere with UAFS Wi-Fi.

Prospective Vendors must demonstrate experience with several higher education institutions of similar size to be considered for this project. Prospective Vendors must provide three college or university references where Residential Network (ResNet) is being provided, including contact information for similar installations in higher education institutions. Further, a complete listing of higher education institutions served by your company must be provided.

The University reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The University also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The University reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the University is aware, even if that customer is not included in the Vendor's list of references.

REQUIREMENTS:

- Project and installation may begin as early as contract award and approval and must be coordinated with the UAFS Assistant Dean of Students. Vendor shall have all services fully completed and operational, and the service contract to be in effect, no later than July 1, 2025. Vendor must provide a complete specification list, picture, and applicable warranties, on each piece of equipment that is proposed for installation. Wi-Fi system Access Points should be capable of running Wi-Fi 6 (802.11ax) at a minimum, including both 2.4 GHz and 5.0 GHz frequencies. 50 Mbps per device and 1 Gbps per wired jack is still valid internet speed to put down.
- 2. Provide fully authenticated, seamless network of wired and wireless coverage
 - a. Install, setup, maintain and manage wired Internet services in all designated areas, 100% turnkey. The proposed Wi-Fi system should provide a high-quality user experience for students who use multiple wireless devices. The Wi-Fi system Access Points (APs) should include both 2.4 GHz and 5.0 GHz frequencies, along with supporting modern IEEE 802.11 standards
 - b. Internet speeds should be at least 50 Mbps per device and 1 Gbps per wired jack (preferably higher) and increase as technology evolves and becomes available.
 - i. Provide wired Internet connectivity to each resident in their bedroom in the Lion's Den North and South and all buildings of Sebastian Commons.
 - ii. Sufficient capacity and speeds allowing for leisure, research, and gaming is expected.
 - iii. All equipment must be new.
 - iv. The solution may not include satellite dishes or other non-aesthetically pleasing items affixed to the interior or exterior of the facilities
 - c. Install, setup, maintain and manage Wi-Fi (wireless) coverage in each building, wall-to-wall pervasive wireless coverage in all residence halls, courtyards, and apartments. Internet speeds should be at least 50 Mbps per device and 1 Gbps per wireless access point and increase as technology evolves and becomes available.
 - i. Provide 100% wireless connectivity in all areas of each existing building, as buildings are built and/or renovated, as well as added to buildings not on the current renovation schedule.
 - ii. Wi-Fi needs to support Wi-Fi calling.
 - iii. Sufficient capacity and speeds allowing for leisure, research and gaming is expected.
 - d. User login and authentication should be seamlessly maintained between wired and wireless connections. Students should be able to move freely between wired and wireless connections while their service levels and security settings follow them.
 - e. There shall be a single provider of 24/7 monitoring of the network to ensure network health, perform preventative maintenance as required to ensure network reliability, and provide guaranteed SLA (Service-level agreement) per device throughout the contract term, including refreshes.
 - f. Contractor is responsible for the complete maintenance and replacement of the equipment making up the ResNet infrastructure. Contractor must provide all technical service support such as network maintenance and individual student service calls at no additional charge to the student or UAFS.
 - g. There shall be specialized support for gaming consoles.
 - h. There shall be print and marketing support.
 - i. Dedicated toll-free number, end-user support email, and manager-level support email for UAFS. If a mobile app is available for customer support, please list that as well.
 - j. Contractor to provide monthly reports on bandwidth and device usage.
 - k. Any system proposed needs to support IPv6 or similar. If it cannot, please explain.
 - I. There shall be online setup guides and support FAQs
 - m. ISP of record shall be responsible for all legal issues: RIAA, DMCA, CALEA, HEOA
- 3. Provide any and all labor, materials and equipment required to provide each service
- a. Vendor to replace all existing equipment and pricing should reflect replacement of all existing equipment

- b. No raceways to be installed by Vendor unless prior approval is granted.
- 4. Provide customer and technical support including emergency response assistance.
 - a. Contractor must provide 24/7/365 phone and technical support for Wi-Fi
 - b. Regarding Wi-Fi outage, the following response times are expected:

- Critical Outage >=50% of end users

- Remote Network Support-within 15 minutes

- Field Services Representative-within 4 hours

- -High Priority <=21%-49% of end users
 - Remote Network Support-within 1 hour
 - Field Services Representative-within 8 hours
- Low Priority <=20% of end users
 - Remote Network Support-within 8 hours
 - Field Services Representative-Next business day

Please explain how these service levels and outage response times will be accomplished.

- c. Contractor should be prepared to accommodate increased call volume and support needs during move-in periods. Additional on-site support from Contractor may be required during those periods.
- d. Support must be available during school year terms and summer months to accommodate students and guests.
- e. Contractor should be able to provide reports of issues, including response times, resolution times, etc. as requested.
- 5. Provide maintenance, service/equipment upgrades and service reports as necessary to keep the services available within our facilities and affiliated areas in line and competitive with the latest trends, increased speeds, etc. that are available to the off-campus community.
 - a. Supply a written summary on a semi-annual basis (twice per year) for the duration of the contract to the Housing and Residential Life Department to discuss the timing and maintenance and upgrades.
- 6. Upon request, Vendor shall demonstrate equipment within five (5) days after delivery and installation. Vendor will also provide annual training to UAFS Housing staff on how to help residents troubleshoot concerns.

QUESTIONS FOR VENDORS TO RESPOND TO IN THEIR PROPOSALS SECTION 3

In its proposal, the Vendor must respond in writing to each of the following questions. Vendors are requested to keep responses straightforward (i.e. concise, but complete), and should not simply provide generic marketing materials. Responses will be reviewed as part of the evaluation process.

Responses must be submitted in the same order as listed here and must include the question number listed so responses can be easily compared.

- 1. List the Contract Executive who has purchase contract authority and the Account Executive/ Client Service Manager who will be responsible for managing the day-to-day relationship with UAFS. Describe how transparency will be achieved in the contractor relationship with UAFS.
- 2. Please describe your support model for addressing issues, hours of operation/availability, and the various ways students can get technical support during both normal business hours and evenings and weekends.
- 3. How does your service handle adding and removing users, both at the beginning and end of a term, and on an as-needed basis during the year?
- 4. How do you handle temporary guest accounts and conference groups who use housing and residential facilities and require wireless access? Please describe how access is given to these users, length of access, if there are charges, and how access ID is managed and terminated.
- 5. What performance criteria do you adhere to in Internet service delivery?
- 6. What methods do you use to determine if advertised Internet service levels are being met?
- 7. If/when Internet service levels are not being met, what do you do that triggers system upgrades or some other action to return to providing advertised service levels?
- 8. How do you comply with the Family Educational Rights and Privacy Act (FERPA)?
- 9. How are DMCA and RIAA violation notices processed? Please include what information and what communication is sent to accused parties, how the appeal process works, and what penalties may be incurred by residents (account deactivation, fines, etc.).
- 10. How will you inform residents about service level standards? What language will be used? How will residents communicate their satisfaction/dissatisfaction with service levels? How will their concerns be monitored and addressed?
- 11. How are service calls handled? If you provide a direct customer support line for users, please give detail about how on-site service needs will be communicated to UAFS staff. Provide details on workflow and process.
- 12. What methods are used to communicate service problems to UAFS housing staff and residents?
- 13. What options do you have for students to upgrade their speed and be billed directly for the upgrade? Please provide details.
- 14. What is your plan for handling move-in week each year? Provide any instructional materials. What is your plan to handle individual move-ins throughout the year?
- 15. What is the process a user must follow to achieve service activation? What materials do you provide to assist users to self-activate? How do users recover their username and password?
- 16. Is there a limit to the number of devices a resident can activate? If so, what is the limit? How many devices can be simultaneously connected to the network by each user?

16.a. Please list what devices are compatible with your Internet package

- 17. Is any information collected by you shared or sold to third parties? If so, please elaborate.
- 18. How do you handle equipment (including access points) and wiring in resident occupied spaces that can be subject to tampering? Please describe how you handle replacement, charges associated with replacement, and any processes or procedures you follow to determine if your equipment was tampered with. Please explain any further actions taken.
- 19. When equipment is damaged beyond normal wear and tear, how will repairs be carried out and how will residents be billed for the work?
- 20. How do you manage changes in available bed count? If new buildings are built, old buildings taken out of use, or wings and floors are brought offline for maintenance, does this affect the overall pricing model?
- 21. Please provide details about your training program or plan for UAFS staff members.
- 22. Please provide your method for acquiring this contract and carrying out all installation and labor requirements associated with the scope of work, and to have all buildings up and running at 100%, including your estimated timelines for completion. <u>UAFS makes no guarantees of the condition or performance of existing fiber, cabling, or connectors and assumes no responsibility for repair or replacement of any component.</u>
- 23. When is regular network maintenance performed, what effect does it have on services, and how is maintenance communicated to UAFS staff and residents?
- 24. How are emergency network maintenance or outages handled and communicated to the users of your services?
- 25. What kind of server/network redundancy is provided?
- 26. What is your average downtime per year and what do you have in place to reduce downtime?
- 27. Please describe when and how equipment is replaced, either when it reaches end of life or it malfunctions. How is it determined if it needs to be replaced?
- 28. Please describe how you connect to the Internet.
- 29. Is there any provision for a technology refresh during the term of the contract? What will trigger a technology refresh? Is the refresh cost included in the regular price? How do you handle new standards for wireless access?
- 30. How do you secure student and guest connections to the network?
- 31. Please explain what logs you collect with regard to network flows and what is done with this information.
- 32. What equipment do you require be installed in telecom closets, and do you have a requirement for additional space, electricity, or cooling for a network core or server infrastructure?

- 33. Describe your initial and final design for the project. Provide materials specifications. Include a schematic plot plan that indicates the location of all fiber runs. Be as detailed as possible within the time restraints on your response. Full construction drawings are neither needed nor desired.
- 34. Please describe how your networks are monitored to keep all servers and services healthy and prevent downtime.
- 35. What kind of redundancy is provided? Are there single points of failure in your proposed network? What plan is there to reduce downtime, particularly from single points of failure?
- 36. Please describe your technical support, who manages support, how it is handled, response times, etc.
- 37. What AP access points are you proposing? What model are you using?
- 38. What switches are you proposing? What is the model?
- 39. What are your Wi-Fi metrics?

END OF QUESTIONS

PRE-PROPOSAL SITE VISIT

Site visits may be scheduled by contacting Stephanie London, Assistant Dean of Students, tel. 479-788-7334, <u>stephanie.london@uafs.edu</u>. Although not mandatory, a site visit is highly encouraged. Failure to attend a site visit will not relieve the Vendor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work, without additional expenses to the University. The University assumes no responsibility for any conclusions or interpretations made by the Vendor based on the information made outside of the site visit. Nor does the University assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of it's officers or agents before the execution of the resulting agreement, unless that understanding or representation is expressly state in the said agreement.

VENDOR'S EMPLOYEES

All employees must have proper identification, reflecting both the name of the Vendor and the name of the employee. Employees must be wearing a company uniform. Employees must abide by the University's parking regulations. The use of tobacco products, including e-cigarettes and vaping, is prohibited anywhere on University property and employees must abide by the University's tobacco-free policy. The Vendor's assigned personnel will need to maintain a very close working relationship with UAFS. Vendor's employees will be considered contingent workers in our ERP system and eligible for a campus ID card and university parking permit. There is currently no fee for employees to park on campus, but that is subject to change.

MATERIAL AND WORKMANSHIP

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Any exceptions to this must be stated in Vendor's bid.

VENDOR'S OBLIGATION – GENERAL

The Vendor shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The Vendor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The Vendor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

METHOD OF PAYMENT

The Vendor shall invoice UAFS at the end of the month for the contracted service fees.

IRS REVENUE PROCEDURE REQUIREMENT

Vendor must represent, warrant, and agree that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to Client. Vendor must agree it will not claim any depreciation or amortization deduction, investment tax credit or deduction for any payment as rent with respect to the Client. The purpose of this paragraph is compliance with Section 5.06 of Internal Revenue Service Procedure 2017-13.

PROPOSAL RESPONSE SECTION 4

4.1 QUALIFICATIONS

As part of the proposal response, UAFS is requesting qualifications and experience from Vendors with an established history of providing high quality and cost-effective methods to manage, operate, and provide the

services. Demonstrated higher education experience is preferred, and if possible, responses should be structured to highlight experience, clients and/or examples within the higher education sector.

4.2 STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO PROVIDE THE SERVICES

- A. Provide a brief history of the firm responding including when the firm was established, type of ownership and office locations. If more than one office is listed, indicate the office that will manage the services for the University. If the firm has changed name or ownership within the last five (5) years, indicate the former name.
- B. Identify a single point-of-contact who will negotiate for the firm and will be assigned to provide clarifications, proposals or other information necessary during review of the RFP and subsequent processes.
- C. Describe the Company's experience as managers and consultants of services within colleges and universities.
- D. Provide a list of all current contracts your company has for wired and Wi-FI services with colleges and universities. List the name and phone number of the college/university administrator capable of commenting on your firm's performance.
- E. Include a table of company organization and a plan for the management, supervision, and staffing proposed under this contract.
- F. Provide a statement of interest, including a narrative describing the responding firm's unique qualifications as they pertain to the services required. This shall also include information about your processes and procedures to manage each of these areas.

4.3 TRANSITION PLAN

Vendor shall provide sufficient information to fully describe your company's plan to transition all aspects from the current provider to be fully operational on July 1, 2025.

- A. Provide details around the transition of services and include the following at a minimum:
 - Timelines, milestones and key activities
 - Communication, governance, and overall leadership
 - Associate onboarding and recruiting (including reporting structure of front-line associates and how any subcontractors would work)
 - Training and safety plans
 - Additional resources that will be utilized
- B. Provide a listing of the top five (5) challenges anticipated during the transition and how your firm plans to mitigate the challenges.

4.4 OTHER CONTRIBUTIONS

Vendor may also include information on any potential monetary, in-kind contributions, or capital investments available to UAFS if awarded.

4.5 INSURANCE

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

1) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.

2) Comprehensive General Liability Insurance subject to \$3,000,000 limits.

3) Property Damage Liability Insurance in the amount of \$1,000,000.

4) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

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

4.6 COMPANY REFERENCES

Vendors shall provide three (3) references, preferably from institutions of higher education in which similar services and scope are provided. Each reference shall include the following information at a minimum:

- Company name
- Contact person name and title
- Contact phone number and email address
- General description of the scope and services provided
- Terms of contract, to include start and end of initial term and if any extensions/renewals

INSTRUCTIONS FOR VENDORS SECTION 5

5.1 GENERAL INFORMATION

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

5.2 SUBMISSION INSTRUCTIONS

To be considered, proposals must be received no later than 3:00 p.m. CST on May 15, 2025.

One (1) hard copy; one (1) digital (complete) copy on thumb drive; and one (1) digital (redacted) copy on thumb drive should be mailed directly to UAFS, Attn: Lance Killough, 5210 Grand Avenue, Fort Smith, AR 72904. If using USPS, the mailing address is PO Box 3649, Fort Smith, AR 72913.

5.3 INQUIRIES AND INTERPRETATIONS

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

5.4 ACKNOWLEDGEMENT OF ADDENDA

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

5.5 EVALUATION AND SELECTION PROCESS

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

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

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

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

a) Vendor's Proposal & Proposed System (40 Points)

Detailed explanation of proposed system, including information on timely service call response. Include Vendor's answers to questions listed in Section 3 of this RFP. The completeness and suitability of offering Vendor's proposed system to meet or exceed the University's needs stated herein.

b) Vendor Experience (30 Points)

Qualifications and experience of the company in successful implementation of proposal and completing projects of similar size and scope within higher education.

c) Price or Rate Structure Proposal (30 Points)

This must be detailed, itemized, and include all costs. Please list the cost Per Month and Per Year for the length of the contract. The University will require flexible pricing in cases where rooms or even buildings could potential be taken offline.

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

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

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

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

5.6 ORAL PRESENTATION / INTERVIEW

The University reserves the right to require selected bidders to make a formal online presentation/interview to an evaluation committee. This will be limited to no more than one hour.

5.7 FINANCIAL CONSIDERATION PROPOSAL SCORE

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

5.8 PROPOSAL CHECKLIST

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

Submittals shall include:

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

5.9 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the Vendor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

5.10 ARKANSAS NON-DISCRIMINATION POLICY

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

CONTRACT REQUIREMENTS SECTION 6

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

TERMINATION AND ASSIGNMENT

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

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

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

CONTRACT EXECUTION DEADLINES

Because Arkansas law requires prior legislative review and approval of certain service contracts, the University cannot agree that any contract is void if not fully executed by a vendor established deadline. The University will ensure that all reasonable efforts are made to process the proposed contract award as quickly as possible.

FORMATION OF THE AGREEMENT/CONTRACT

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

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

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

CONTRACT TERMS AND CONDITIONS

This RFP establishes the terms and conditions under which the University will consider and evaluate proposals from responsible Vendors. Any additional or attached terms and conditions that you supply with your proposal that are determined to be unacceptable to the University, may result in the rejection of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. If the Vendor submits standard terms and conditions with the proposal, and if any of those terms and conditions conflict with the laws of the State of Arkansas, the State laws shall govern. Any contract awarded as a result of this RFP shall include:

UAFS STANDARD TERMS AND CONDITIONS – UAFS

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

STATE OF ARKANSAS SERVICES CONTRACT TERMS AND CONDITIONS

The Arkansas Office of State Procurement requires certain contracts for services to be submitted for legislative review on the following form contract: <u>Services-Contract-SRV-1-Fillable-Form-021425.pdf</u>

STANDARD OF PERFORMANCE

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

APPROVAL BY ARKANSAS GENERAL ASSEMBLY

Bidders agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Bidders further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas at Fort Smith.

LIABILITY

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

GOVERNING LAW AND VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is

Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation, and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

SOVEREIGN IMMUNITY

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

ATTORNEY FEES

Neither party shall be liable to the other for any payment of attorney fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach, or enforcement of the agreement.

NOTICE

Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System Attn: Office of General Counsel 2404 North University Avenue Little Rock, AR 72207-3608 Fax: 501-686-2517

LAWS, LICENSES & TAXES

Without additional expense to the University, the Vendor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

PROPRIETARY INFORMATION / OPEN RECORDS

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection after proposal opening. It is the responsibility of the bidder to identify all proprietary information. <u>The Vendor should submit one complete digital copy (thumb drive or CD) of the proposal (marked "COMPLETE COPY") and one redacted digital copy from which any proprietary information has been removed, (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the</u>

empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the bidder. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the Vendor will be contacted prior to sending out the information.

PERFORMANCE BASED STANDARDS

Arkansas Public Law 557 of 2015 effective 8/1/15, requires the development and use of performance-based standards, including benchmark objectives, during the term of a service-related contract.

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

FORCE MAJEURE

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

PARKING

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

Vendor's employees will be required to procure a faculty/staff parking permit for vehicles to be used on the UAFS campus.

INDEPENDENT CONTRACTOR AND PRICE DETERMINATION

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

The Vendor certifies by entering into and signing a contract with the University that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to pricing with any other offeror or with a competitor. In addition, the Vendor is prohibited from submitting multiple proposals in a different form, i.e., as prime bidder and as a subcontractor to another prime bidder.

All pricing will remain firm for each contract period. The Vendor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Vendor shall assume all costs of this project until such time that a Vendor is selected.

CONTRACT PAYMENT / INVOICES

All invoices shall be forwarded to the UAFS Accounts Payable Office and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures

upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.

OFFEROR CERTIFICATIONS

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

a. Does not and shall not employ an illegal immigrant or use a subcontractor that employs or contracts with an illegal immigrant in violation of § 19-11-105;

b. Has not been retained and has not retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of the contractor's bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business in violation of § 19-11-708;

c. Under penalty of perjury and to the best of the offeror's knowledge and belief is not providing a regular full-time or part-time employee of a state agency with a personal, direct, or indirect monetary benefit as a result of the execution of the contract in violation of § 19-11- 1012(b)(8);

d. Understands that, if the state fails to appropriate funds or make moneys available for a biennial period covered by the term of any contract for the services to be provided by the contractor, the contract shall be terminated on the last day of the last biennial period for which funds were appropriated or moneys made available for such purposes, as provided in § 19-11-1012(b)(11);

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

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

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

Lion's Den North

			Γ
107 A- Double	206 A- Double	303 A- Double	402 A- Double
107 B- Double	206 B- Double	303 B- Double	402 B- Single
			402 C- Single
109 A- Double	207 A- Double	305 A- Double	
			102 A Daubla
109 B- Double	207 B- Single	305 B- Double	403 A- Double
	207 C- Single		403 B- Double
111 – RD Apartment		306 A- Double	
	208 A- Double	306 B- Double	405 A- Double
123 A- Double	208 B- Single		405 B- Double
123 B- Single	208 C- Single	307 A- Double	
•			406 A- Double
123 C- Single		307 B- Single	
	211 A- Double	307 C- Single	406 B- Double
125 A- Double	211 B- Single		
125 B- Double	211 C- Single	308 A- Double	407 A- Double
	_	308 B- Single	407 B- Single
127 A- Double	213 A- Double	308 C- Single	407C- Single
	213 B- Double	Soo O Single	4070 Olligie
127 B- Single	213 B- Double		
127 C- Single		311 A- Double	408 A- Double
	215 A- Double	311 B- Single	408 B- Single
128 A- Double	215 B- Single	311 C- Single	408 C- Single
128 B- Double	215 C- Single		_
		313 A- Double	411 A- Double
129 A- Double	216 A- Double	313 B- Double	411 B- Single
		313 D- Double	-
129 B- Double	216 B- Double		411 C- Single
		315 A- Double	
130 A- Double	217 A- Double	315 B- Single	413 A- Double
130 B- Double	217 B- Double	315 C- Single	413 B- Double
		C C	
131 A- Double	218 A- Double	316 A- Double	415 A- Double
131 B- Double	218 B- Double	316 B- Double	
131 B- Double	210 B- Double	316 B- Double	415 B- Single
			415 C- Single
132 A- Double	219 A- Double	317 A- Double	
132 B- Single	219 B- Double	317 B- Double	416 A- Double
132 C- Single			416 B- Double
	220 A- Double	318 A- Double	
133 A- Double	220 B- Single	318 B- Double	417 A- Double
	U		417 B- Double
133 B- Single	220 C- Single		417 D- Double
133 C- Single		319 A- Double	
	221 A- Double	319 B- Double	418 A- Double
201 A- Double	221 B- Single		418 B- Double
201 B- Single	221 C- Single	320 A- Double	
201 C - Single		320 B- Single	419 A- Double
	301 A- Double	320 C- Single	419 B- Double
202 A Davible		020 O- Oligie	
202 A- Double	301 B- Single		
202 B- Single	301 C - Single	321 A- Double	420 A- Double
202 C - Single		321 B- Single	420 B- Single
	302 A- Double	321 C- Single	420 C- Single
203 A- Double	202 B- Single		_
203 B- Double	302 C - Single	401 A- Double	421 A- Double

	401 B- Single	421 B- Single
205 A- Double	401 C - Single	421 C- Single
205 B- Double		

Lion's Den South

104 A- Double	201 A- Triple	301 A- Triple	401 A- Triple
104 B- Double	201 B- Double	301 B- Double	401 B- Double
106 A- Double	202 A- Triple	302 A- Triple	402 A- Triple
106 B- Double	202 B- Double	302 B- Double	402 B- Double
108 A- Double	204 A- Double	304 A- Double	404 A- Double
108 B- Single	204 B- Double	304 B- Double	404 B- Double
108 C- Single			
	205 A- Double	305 A- Double	405 A- Double
123 A- Double	205 B- Double	305 B- Double	405 B- Double
123 B- Single			
123 C- Single	206 A- Double	306 A- Double	406 A- Double
	206 B- Double	306 B- Double	406 B- Double
124 A- Double			
124 B- Single	207 A- Double	307 A- Double	407 A- Double
124 C- Single	207 B- Single	307 B- Single	407 B- Single
0	207 C- Single	307 C- Single	407 C- Single
125 A- Double	C		5
125 B- Double	208 A- Double	308 A- Double	408 A- Double
	208 B- Single	308 B- Single	408 B- Single
126 A- Double	208 C- Single	308 C- Single	408 C- Single
126 B- Double	U		5
126 C- Single	211 A- Double	311 A- Double	411 A- Double
	211 B- Single	311 B- Single	411 B- Single
127 A- Double	211 C- Single	311 C- Single	411 C- Single
127 B- Double			
	212 A- Double	312 A- Double	412 A- Double
129 A- Double	212 B- Single	312 B- Single	412 B- Single
129 B- Single	212 C- Single	312 C- Single	412 C- Single
129 C- Single		_	_
	213 A- Double	313 A- Double	413 A- Double
130 A- Double	213 B- Double	313 B- Double	413 B- Double
130 B- Single			
130 C- Single	213 A- Double	313 A- Double	413 A- Double
-	213 B- Double	313 B- Double	413 B- Double
	213 C- Single	313 C- Single	413 C- Single
	_		
	215 A- Double	315 A- Double	415 A- Double
	215 B- Double	315 B- Double	415 B- Double
	217 A- Double	317 A- Double	417 A- Double
	217 B- Single	317 B- Single	417 B- Single
	217 B- Single	317 B- Single	417 B- Single

217 C- Single	317 C- Single	417 C- Single
	318 A- Double	418 A- Double
218 B- Single 218 C- Single	318 B- Single 318 C- Single	418 B- Single 418 C- Single

Sebastian Commons Apartments

Apt	Туре	Apt	Туре	Apt	Туре	Apt	Туре
111	4bed/2bath	211	4bed/2bath	311		411	4bed/2bath
112	1bed/1bath	212	2bed/1bath	312	1bed/1bath	412	2bed/1bath
113	2bed/2bath	213	2bed/1bath	313	2bed/2bath	413	2bed/1bath
114	4bed/2bath	214	4bed/2bath	314	4bed/2bath	414	4bed/2bath
115	2bed/1bath	215	2bed/1bath	315	2bed/1bath	415	2bed/1bath
116	4bed/2bath	216	4bed/2bath	316	4bed/2bath	416	4bed/2bath
117	2bed/1bath	217	2bed/1bath	317	2bed/1bath	417	2bed/2bath
118	2bed/1bath	218	1bed/1bath	318	2bed/1bath	418	1bed/1bath
119	4bed/2bath	219	4bed/2bath	319	4bed/2bath	419	4bed/2bath
121	4bed/2bath	221	4bed/2bath	321	4bed/2bath	421	4bed/2bath
122	1bed/1bath	222	2bed/1bath	322	1bed/1bath	422	2bed/1bath
123	2bed/2bath	223	2bed/1bath	323	2bed/2bath	423	2bed/1bath
124	4bed/2bath	224	4bed/2bath	324	4bed/2bath	424	4bed/2bath
125	2bed/1bath	225	2bed/1bath	325	2bed/1bath	425	2bed/1bath
126	4bed/2bath	226	4bed/2bath	326	4bed/2bath	426	4bed/2bath
127	2bed/1bath	227	2bed/2bath	327	2bed/1bath	427	2bed/2bath
128	2bed/1bath	228	1bed/1bath	328	2bed/1bath	428	1bed/1bath
129	4bed/2bath	229	4bed/2bath	329	4bed/2bath	429	4bed/2bath
131	4bed/2bath	231	4bed/2bath	331	4bed/2bath	431	4bed/2bath
132	1bed/1bath	232	2bed/1bath	332	1bed/1bath	432	2bed/1bath
133	2bed/2bath	233	2bed/1bath	333	2bed/2bath	433	2bed/1bath
134	4bed/2bath	234	4bed/2bath	334	4bed/2bath	434	4bed/2bath
135	2bed/1bath	235	2bed/1bath	335	2bed/1bath	435	2bed/1bath
136	4bed/2bath	236	4bed/2bath	336	4bed/2bath	436	4bed/2bath
137	2bed/1bath	237	2bed/2bath	337	2bed/1bath	437	2bed/2bath
138	2bed/1bath	238	1bed/1bath	338	2bed/1bath	438	1bed/1bath
139	4bed/2bath	239	4bed/2bath	339	4bed/2bath	439	4bed/2bath
511	1bed/1bath	611	1bed/1bath	711	1bed/1bath	811	1bed/1bath
Apt	Туре	Apt	Туре	Apt	Туре	Apt	Туре
512	2bed/2bath	612	2bed/2bath	712	2bed/2bath	812	2bed/2bath
	WD		WD		WD		WD
513	4bed/2bath	613	4bed/2bath	713		813	4bed/2bath
514	2bed/1bath	614	2bed/1bath	714	2bed/1bath	814	2bed/1bath

515	1bed/1bath	615	1bed/1bath		715	1bed/1bath		815	1bed/1bath
516	2bed/2bath	616	2bed/2bath		716	2bed/2bath		816	2bed/2bath
517	2bed/2bath	617	2bed/2bath		717	2bed/2bath		817	2bed/2bath
518	1bed/1bath	618	1bed/1bath		718	1bed/1bath		818	1bed/1bath
521	1bed/1bath	621	1bed/1bath		721	1bed/1bath		821	1bed/1bath
522	2bed/2bath	622	2bed/2bath		722	2bed/2bath		822	2bed/2bath
	WD		WD			WD			WD
523	4bed/2bath	623	4bed/2bath		723	4bed/2bath		823	4bed/2bath
524	2bed/1bath	624	2bed/1bath		724	2bed/1bath		824	2bed/1bath
525	1bed/1bath	625	1bed/1bath		725	1bed/1bath		825	1bed/1bath
526	2bed/2bath	626	2bed/2bath		726	2bed/2bath		826	2bed/2bath
527	2bed/2bath	627	2bed/2bath		727	2bed/2bath		827	2bed/2bath
528	1bed/1bath	628	1bed/1bath		728	1bed/1bath		828	1bed/1bath
531	1bed/1bath	631	1bed/1bath		731	1bed/1bath		831	1bed/1bath
532	2bed/2bath	632	2bed/2bath		732	2bed/2bath		832	2bed/2bath
	WD		WD			WD			WD
533	4bed/2bath	633	4bed/2bath		733	4bed/2bath		833	4bed/2bath
534	2bed/1bath	634	2bed/1bath		734	2bed/1bath		834	2bed/1bath
535	1bed/1bath	635	1bed/1bath		735	1bed/1bath]	835	1bed/1bath
536	2bed/2bath	636	2bed/2bath		736	2bed/2bath	1	836	2bed/2bath
537	2bed/2bath	637	2bed/2bath		737	2bed/2bath	1	837	2bed/2bath
538	1bed/1bath	638	1bed/1bath	1	738	1bed/1bath	1	838	1bed/1bath

BID SIGNATURE PAGE AX-25-005 INTERNET - HOUSING

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

RECEIPT OF THE FOLLOWING ADDENDA ARE HEREBY ACKNOWLEDGED (LIST ALL / ANY ADDENDA)	CONFIRMATION OF REDACTED COPY		
ADDENDUM NO ADDENDUM NO ADDENDUM NO	 YES, a redacted copy of submission documents is enclosed. NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested. 		
MINORITY AND WOM	IEN-OWNED DESIGNATION		
 Not Applicable African American African American Hispanic American Asian American Pacific Islander 	can 🗆 Women-Owned		

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

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

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

Do not boycott Israel.	
Do not employ illegal immigrants.	
🗖 🗖 Do not boycott Energy, Fossil Fuel, Fire	arms, or Ammunition Industries.
Name of Vendor/Contractor	
Name of Vendor/Contractor	

EQUAL OPPORTUNITY (EO) POLICY AX-25-005 INTERNET - HOUSING

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Submitting the EO Policy is a one-time requirement. The University of Arkansas at Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

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

Please complete this form and include policy with your bid.

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

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

Check appropriate box:

- **EO** Policy attached
- **EO** Policy previously submitted to UAFS Procurement Department

Company Name		
Print Name and Title	 	
Signature of Authorized Person		

Date			

Contract and Grant Disclosure and Certification Form

Failure to c	complete all of the following information	on may result in a	delay in o	btaining a contract, lease, purchase agreem	ent, or grant a	award with an	y Arkansas State Agenc	у.			
	SOCIAL SECURITY NUMBER	FEDERAL ID NUMB			SUBCONT	RACTOR NAME:					—
TAXPAYER	ID #:	OR		IS THIS FOR:							—
TAXPAYER	ID NAME:			Goods?	Se	rvices?	Both?				
YOUR LAST	ΓNAME:			FIRST NAME:				M.I.:			
ADDRESS:											
CITY:				STATE:	ZIP CODE	:			COUNTRY:		
				NG, OR RENEWING A CONTRAC							
				FOR INDIV							
Indicate be	elow if: you, your spouse or the broth	er, sister, parent,	or child of	you or your spouse is a current or former: n	nember of the	e General Ass	1				
	Position Held	Mar	rk (√)	Name of Position of Job Held [senator, representative, name of board/	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.]				
	SOCIAL SECURITY NUMBER XXPAYER ID #:	Current	Former	commission, data entry, etc.]	From MM/YY	To MM/YY		Person's Name(s)			Relation
	General Assembly										
	Constitutional Officer										
	State Board or Commission Member										
	State Employee										
🗌 None	e of the above applies				-						
FOR	AN ENTITY	(BUS		E S S) *							
Commissio	on Member, State Employee, or the sp	oouse, brother, sis	ster, paren	sition of control or hold any ownership intere- t, or child of a member of the General Asser entity.							he
	Desition Held	Mar	'k (√)	Name of Position of Job Held	For Ho	w Long?	What is the perso		nis/her % of ownership intention of control?	% of ownership interest and/or what is his control?	
	Position Held	Current	Former	[senator, representative, name of board/commission, data entry, etc.]	From MM/YY	To MM/YY		Person's Name(s)		nership est (%)	Position of Control
	General Assembly										
	Constitutional Officer										
	State Board or Commission Member										
_											
	6 AL 1 1 11										

None of the above applies

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.

<u>I certify under penalty of perjury, to</u> subcontractor disclosure conditions		f, all of the above information	n is true and correct and that I ag	<u>gree to the</u>
Signature	Title		Date	
Vendor Contact Person	<u>Title</u>		Phone No	
Agency use only: Agency Agency NumberName	Agency Contact Person	Contact Phone No	Contract or Grant No	