

REQUEST FOR PROPOSAL (RFP) 26-004

Printing Services and Technical Expertise

RFP No.: 26-004

Issue Date: February 11, 2026

Proposal Due Date: March 11, 2026 at 3:00 p.m. CST

SCHEDULE (TENTATIVE)

Event	Date
RFP Issued	February 11, 2026
Questions Due	February 20, 2026 4 p.m. Must submit in writing to jwarren2@atu.edu. Responses posted via addendum by February 23, 2026 4 p.m.
Proposal Submission Deadline	March 11, 2026 3 p.m.
Notification of Interviewees	Week of March 16, 2026
Interviews	Week of March 30, 2026
Award Notification	Week of April 6, 2026
PCS Contract Legislative Review	Month of May or June, 2026
Contract Execution	July 1, 2026

1. Issuing Office

Procurement Services
Arkansas Tech University
404 N El Paso
Russellville, AR 72801
Phone: 479-968-0269
Email: jwarren2@atu.edu

Issuing Officer: Jennifer Warren

2. Introduction and Purpose

Arkansas Tech University (ATU) is soliciting proposals from qualified and experienced firms to provide comprehensive printing services and technical expertise. The selected vendor(s) will collaborate closely with ATU's Office of University Marketing and Communication (MARCOMM) and university various departments to support enrollment marketing, branding initiatives, and institutional communications through high-quality print production, consultation, and fulfillment services. Order management and fulfillment will be coordinated with specific offices placing orders as well as MARCOMM.

This RFP establishes a contract vehicle only. ATU makes no guarantee as to the volume, frequency, or dollar value of work awarded under any resulting contract.

3. Contract Term

The initial contract term will be **one (1) year**, with the option to renew for up to **six (6) additional one-year terms**, subject to mutual agreement and continued funding, for a maximum total contract term of **seven (7) years**.

ATU reserves the right to award contracts to **multiple firms** if deemed in the best interest of the University.

4. Scope of Services

The successful proposer(s) shall provide, at a minimum, the following services:

4.1 Printing Capabilities

- Offset and digital printing
- Wide-format printing
- Embellishments including, but not limited to:
 - Embossing and debossing
 - Foil stamping
 - Raised or spot UV
 - Die cutting and specialty cuts
- Finishing services (folding, binding, stitching, trimming, packaging)

4.2 Technical Services

- Print coordination focused on efficiency, cost savings, and quality
- Expertise in variable data printing and personalization
- Strategic recommendations related to print formats, sizes, and usage

- Assistance with mail preparation, fulfillment, and delivery coordination
- Ability to meet tight deadlines associated with enrollment marketing
- Ability to manage simultaneous printing projects. Communicating with requesting ATU department to ensure orders are produced, shipped and billed correctly.

4.3 Design Support (As Needed)

- Ability to provide limited graphic design services, if requested
- Detailed design templates for approved projects utilizing the most up-to-date version of InDesign CC or Illustrator CC, depending on the project at hand.

5. University Background

Arkansas Tech University is a state university established in 1909 with programs at the technical certification, associate, baccalaureate and graduate levels. The University has campuses in Russellville, Arkansas, and Ozark, Arkansas. The institution also operates Arkansas Tech Career Center (ATCC), a career and technical training initiative headquartered in Russellville with satellite locations at Clarksville, Danville, Ozark and Paris. ATU Russellville-Offers 120 undergraduate degree programs and more than 25 graduate degree options. ATCC-Serves over 1,000 students from 19 school districts across 9 program areas ATU Ozark-Serves over 2,100 students in 29 technical and associate programs.

6. Proposal Requirements

Proposals must include the following sections:

6.1 Company Profile 5%

- Company history and overview
- Description of printing and production capabilities
- Key differentiators
- Identification of staff assigned to the account, including roles and locations
- At least three (3) professional references from comparable clients

6.2 Equipment and Facilities 15%

- List of digital and offset equipment
- Print sizes, color capabilities, and finishing equipment
- Description of in-house embellishment services

6.3 Technical Expertise 20%

- Variable data printing experience
- Examples demonstrating efficiency, cost savings, or improved outcomes
- Template development and prepress processes

- Mailing and fulfillment procedures, including turnaround times

6.4 Timeline and Project Management 10%

- Project onboarding process
- Typical production timelines
- Proofing procedures, including hard and digital proofs

6.5 Solution and Approach 20%

- Two (2) case studies demonstrating higher-education print work
- Experience incorporating non-traditional print pieces
- One example of a creative, cost-effective variable data print piece

6.6 Pricing 30%

Proposers must provide estimated pricing (exclusive of postage) for the following items. Detailed specifications are provided in **Appendix A**.

- Viewbook
- Viewbook Envelope
- Folded Poster
- Applicant Postcard
- Waterfold Information Book
- Student Involvement Guide with Gatefold
- Variable Admit Box

Pricing should include all production, finishing, and fulfillment costs.

7. Evaluation Criteria

Proposals will be evaluated using the following weighted criteria:

Criteria	Weight
Company Profile	5%
Equipment and Capabilities	15%
Technical Expertise	20%
Timeline and Processes	10%
Solution and Approach	20%
Pricing	30%

ATU reserves the right to conduct interviews, request additional information, or negotiate with proposers.

8. Submission Instructions

Proposals must be received by **3:00 p.m. CST on the due date listed above.**

Submit: - One (1) original hard copy - One (1) electronic copy - One (1) redacted copy - Samples of comparable work

Submissions must be delivered to:

RFP 26-004
Procurement Services
Arkansas Tech University
404 N El Paso
Russellville, AR 72801

Late submissions will not be considered.

9. Required Forms

The following forms will be required prior to contract award and are available on the ATU Procurement website:

- Disclosure Required by Executive Order 98-04
 - Equal Employment Opportunity Policy (Act 2157 of 2005)
-

10. Terms and Conditions-See Attachment A

The resulting contract will incorporate Arkansas Tech University's Standard Terms and Conditions, including but not limited to sovereign immunity, indemnification, insurance requirements, confidentiality, data protection, and termination provisions. See additional terms and conditions at the end of this document.

Appendix A – Print Specifications

A.1 Viewbook

- Quantity: 8,000

- Cover: 100 lb Satin Cover
- Inside: 100 lb Satin Text
- Cover Flat Size: 32" x 13"
- Text Flat Size: 15.5" x 13"
- Finished Size: 8" x 13"
- Cover: 4/4 with bleed, soft-touch aqueous coating
- Inside: 4/4 with bleed, soft-touch aqueous coating
- 24 pages plus cover with front and rear flaps
- Saddle-stitched on 13" edge with two staples
- To be inserted into viewbook sleeves

A.2 Viewbook Envelope

- Quantity: 8,000
- Flat Size: 10" x 26.5"
- Finished Size: 8.5" x 13.25"
- Stock: 130 lb Satin Cover
- Variable data (student name and congratulatory message) on front
- 4/4 with bleed, soft-touch aqueous coating
- Insert viewbook, apply two tabs, print mailing address, and provide mailing services

A.3 Folded Poster

- Quantity: 20,000
- Flat Size: 24" x 36"
- Folded Size: 6" x 9"
- Stock: 70 lb Gloss Text
- 4/4 with bleed, aqueous coating

A.4 Applicant Postcard

- Quantity: 20,000
- Flat Size: 6" x 9"
- Stock: 100 lb Satin Cover
- 4/4 with bleed
- Variable messaging (five options)
- Front image selection based on variable data
- Print mailing address and provide mailing services

A.5 Waterfold Information Book

- Quantity: 5,000
- Flat Size: 20" x 6.5"

- Finished Size: 10" x 6.5" with stair-step waterfall cutouts
- Stock: 80 lb Matte Cover (cover and inside)
- 4/4 with bleed
- 16 pages plus cover
- Saddle-stitched on 6.5" edge with two staples

A.6 Student Involvement Guide with Gatefold

- Quantity: 2,100
- Flat Size: 18" x 12"
- Finished Size: 9" x 12"
- Cover: 100 lb Satin Cover
- Inside: 80 lb Satin Text
- 4/4 with bleed
- 20 pages plus cover
- Center spread gatefold with half-circle die cuts forming a 2.5" circle
- Saddle-stitched on 12" edge with two staples
- Package and/or shrink-wrap as appropriate

A.7 Variable Admi Box

- Quantity: 3,500
- Material: 250pt Eflute Cardboard
- Ink: 4/4 (full color)
- Additional Notes: These would be shipped directly to recipients using a provided list of addresses in an Excel file. The recipient's name is to be variably printed on and/or inside the box and not just on the mailing label.

Arkansas Tech University reserves the right to reject any or all proposals, waive minor irregularities, and award contracts in the best interest of the University.

Submission Checklist

Proposal received no later than March 11, 2026 at 3:00 p.m. CST

Required Copies & Materials

One (1) original hard copy

One (1) electronic copy

One (1) redacted copy

Samples of comparable work

Packaging clearly labeled "RFP 26-004"

Delivered to Procurement Services, Arkansas Tech University, 404 N El Paso, Russellville, AR 72801

Signed Attachment A

Proposal Content – Company Profile (5%)

- Company history and overview
- Description of printing and production capabilities
- Key differentiators
- Staff assigned to the ATU account
- At least three (3) professional references

Equipment & Facilities (15%)

- List of digital and offset equipment
- Print sizes and color capabilities
- Finishing equipment
- Description of in-house embellishment services

Technical Expertise (20%)

- Variable data printing experience
- Examples of efficiency or cost savings
- Template development and prepress processes
- Mailing and fulfillment procedures

Timeline & Project Management (10%)

- Project onboarding process
- Typical production timelines
- Proofing procedures (digital and hard copy)

Solution & Approach (20%)

- Two (2) higher-education print case studies
- Experience with non-traditional print pieces
- One creative, cost-effective variable data print example

Pricing (30%)

- Pricing exclusive of postage
- Includes all production, finishing, and fulfillment costs
- Pricing provided for all Appendix A items

The following is a sample of TGS contract that will be required for each awardee. This contract is a requirement for all technical and general services agreements exceeding \$50,000 for the duration of the contract per AR State Law.



Contract #: _____

STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID #	
Service Type		Procurement Method	

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	
Division	

Contractor Name	
Contractor Address	
Contractor Number	

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on _____, and shall continue until _____, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-61-512(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any

Contract #: _____

extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than _____ (mm/dd/yyyy).

- 4. Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

SAMPLE

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

- 5. Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

SAMPLE

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth

Contract #: _____

all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: _____ (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: _____ (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-61-116, the Contract shall be submitted for legislative review prior to its effective date.

- 6. Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation _____ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. Termination & Cancellation Clauses.

- A. **Non-Appropriation Clause Pursuant to Arkansas Code Annotated § 19-67-206(b)(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were

appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For Convenience. The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

C. For Cause. The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-61-802, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and

Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

- 12. Compliance.** The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:
- A.** Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
 - B.** Subject to the relevant ethical provisions of Arkansas Code Annotated § 19-64-101 et seq.
- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-61-116.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor

Contract #: _____

is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

20. Attachments.

1. Certification of Contractor
2. Calculation of Compensation, as applicable;
3. Source of Funds
4. Objectives, Scope, and Performance Standards, as applicable; and
5. Performance Details, as applicable
6. Additional Attachments as applicable
 - A. _____
 - B. _____
 - C. _____

21. Notices.

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice.** A notice given under this Contract will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

_____ Name	_____ Title
_____ Telephone #	_____ Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

_____ Name	_____ Title
_____ Telephone #	_____ Email

Contract #: _____

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

Name

Title

Telephone#

Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software (“Information Technology”), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Office of State Technology, which standards can be found at [Technology Access Clause](#) and are included herein by reference, as applicable.

23. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name

Printed Name

Title

Title

Address

Address

Signature

Signature

Date

Date

Attachment #1 CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, _____, _____
(Contractor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None.")

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (subcontractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-60-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restriction:** Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.

Attachment #2 Calculation of Compensation

Calculation of Compensation (for Professional & Consulting Service Contracts Only):

A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		

Total compensation inclusive of expenses reimbursement: _____

Annual Contract Amount: _____

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
TOTAL SERVICES			

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			

Total services inclusive of commodities: _____

Annual Contract Amount: _____

Attachment A

Additionally, any resultant contract/agreement will include the following:

1. Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.
2. This Agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.
3. Company agrees that it is solely responsible for complying with all laws as well as obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Violation by Company or its employees of local, state or federal law during the performance of the contract shall permit the University to cancel this contract immediately with no penalty. Further, Company states that it is in compliance with all applicable laws and further, that it has or will obtain all required and necessary rights, licenses, titles, and permits necessary for all items, services, goods, products, or activities to be performed or provided. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of Company's service, goods, product, or activity on the campus of, or provided to, Arkansas Tech University.
4. Company agrees that it will be solely responsible for any harm, damage or injury that it, its product, its equipment, its goods, its service, or its employees, agents or guests cause or permit to occur to any person or their real or personal property as the result of Company's actions or failure to act. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all losses, damages, or expenses, including reasonable attorney arising out of or resulting from claims or actions for bodily death, sickness, property damage, financial loss, or other in damage caused by Company's product, goods, service or o well as all claims alleging any negligent act or omission of C its employees, subcontractors, or agents.

5. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.
6. Upon the signing of this Agreement by all parties, terms of the Agreement shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.
7. Licensor shall obtain and maintain in force and effect at all times during the term of this contract, at its sole expense, a general commercial liability insurance policy which policy shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
8. Company will not assign or otherwise transfer its duties under this contract to another person or entity without Arkansas Tech University's express written permission. Further, this agreement shall be binding upon the Company's successors and assigns.
9. Company agrees that it will not allow any of its employees, subcontractors or agents to engage in behavior that constitutes sexual harassment.
10. The parties agree and understand that approval of this Agreement or any amendments to this Agreement are 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. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this Agreement shall terminate automatically with no penalty to Arkansas Tech University.
11. Any information of Arkansas Tech University or relating to A Tech University's business, including student information, w Company obtains as a result of the services contemplated b Agreement, which information is not generally available to or subject to the Arkansas Freedom of Information Act, sha considered Confidential Information. All requests for Confi Information shall be directed to Arkansas Tech University's

representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Company to perform the service under this Agreement. Regardless of how it is obtained, Company shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Company by Arkansas Tech University or learned or developed during the course of the services under this Agreement, except that that Company may disclose such Confidential Information in order for Company to perform its obligations under this Agreement. Company shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.

12. When Company handles or possesses personal and confidential Arkansas Tech University student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Company must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Company agrees to keep secure all information or data that it receives under this Agreement. Company further agrees that if it determines that the security of this information or data has been breached, it will notify Arkansas Tech University within 24 hours of when it had notice of the breach. In the event Company fails in its responsibility to keep secure all information or data that it receives under this agreement, Company agrees to be fully responsible for all damages to any person or entity that result from the breach in security.
13. Company agrees that any data provided to it by Arkansas Tech University under or pursuant to this Agreement: (a) will be used by Company only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.
14. Upon termination of this Agreement Company shall, upon request, aid and assist Arkansas Tech University in the retrieval or return of any or all of the University's data or records that are in the possession of Company.

15. During the performance of this Agreement, Company shall remain in full compliance with the General Data Protection Regulation.
16. In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of the underlying agreement, the underlying agreement shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the University may have.
17. The underlying agreement may be terminated at any time upon thirty (30) days' written notice by either party. Any such termination of the agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
18. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.
19. Pursuant to A.C.A. §21-1-503, Company certifies that it is not currently engaged in, and further, hereby agrees that for the duration of the contract, not to engage in, a boycott of Israel.
20. The parties agree that pursuant to A.C.A. §19-11-247, before a contract is ratified and affirmed under subdivision (c)(1)(A) of A.C.A. §19-11-247, it shall be presented to the Legislative Council or, if the General Assembly is in session, to the Joint Budget Committee, for review if the contract is required to be submitted for review under A.C.A. §19-11-1006.
21. Pursuant to Act 557 of 2015, and A.C.A. §19-11-267, the service criteria for this Agreement is as follows: to provide competent services in the area of advertising as well performing all items set forth in paragraph one ("The Services") of the Agreement.

Acceptable performance of this Agreement shall be measured as follows: The Company shall perform its services consistent with the professional skill, quality,

timeliness and care of other entities that perform/provide the same or similar advertising and public relations services.

Neither the University's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Company shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Company's negligent performance of any of the services rendered under this Agreement.

In the event that the Company shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Company in writing of such failure and demand that the same be remedied within 10 days. Should the Company fail to remedy the same within said period, the University shall then, in its sole discretion, have the right to immediately terminated this agreement without penalty.

22. Company hereby approves all strikethroughs and deletions made by the University to the face of the Agreement, and further agrees that the terms of this Addendum supersede and are controlling over any conflicting terms set forth in the Agreement.

Signature

Date

Printed Name and Title