

**Request for Proposal (RFP)**

**RFP No. 637938**

**Enterprise Form Builder Platform**

**PROPOSAL RELEASE DATE: April 11, 2017**

**MANDATORY PRE-PROPOSAL**

**TELE-CONFERENCE: April 18, 2017 @ 10:30-11:30 AM (CST)**

**Dial-In #: 1-888-330-1716**

**Access Code: 9088844**

**PROPOSAL DUE DATE: May 2, 2017**

**PROPOSAL DUE TIME: 2:30 PM CST**

**SUBMIT ALL PROPOSALS TO: University of Arkansas**

**Business Services**

**Administration Bldg, Rm 321**

**1125 W Maple St**

**Fayetteville, AR 72701**

**Signature Required For Response**

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

|  |  |
| --- | --- |
| **Vendor Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

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

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

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

The University of Arkansas, Fayetteville (UAF) is seeking Proposals from qualified and reputable vendors to establish a term contract for an enterprise web form builder platform.

UAF is seeking to award a term contract for an enterprise web form builder platform to the vendor that can provide the best overall value to the University. This value will be determined by UAF based on the overall competence, compliance, format and presentation of each RFP response and in-person presentation, as necessary. Respondents may submit a proposal for all the services entailed in this RFP or may submit a proposal for a specific service identified in this RFP. Note also that the award *may* be split between vendors for each of the services for which bidding is requested.

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

**UAF expects to achieve the following goals (at minimum) through the selected vendor:**

1. Obtain an enterprise web form builder platform to be provided by a qualified vendor.

2. Accountability and desire to work together to form a mutually beneficial long term partnership.

3. Proactive in communicating and following up on issues and working to find areas of improvement.

4. Achieve cost containment by carrying out a risk based approach that finds the proper balance in service and cost.

**2.** **SCOPE OF WORK**

The University is issuing this Request for Proposal (“RFP”) to solicit proposals for a term contract

for an enterprise web form builder platform and support services provided by a qualified vendor to

assist the University in meeting its need for web based forms which are compliant with laws and

regulations for information technology access and data security.

**3. COSTS / PRICING**

Respondents must provide detailed/itemized pricing for each individual component, and/or the

overall system, as listed on the Official Bid Price Sheet provided within this RFP document (see

Appendix II). If pricing is dependent on any assumptions that are not specifically stated on the

Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show

detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for

purposes of accurate evaluation. Pricing must be valid for 120 days following the bid response due

date and time. The University will not be obligated to pay any costs not identified on the Official

Price Sheet. The respondent must certify that any costs not identified by the respondent, but

subsequently incurred in order to achieve successful operation of the service, will be borne by the

respondent. Failure to do so may result in rejection of the bid.

**4. REFERENCES**

The University requires assurance that the offered products function properly. The University reserves the right to request or obtain additional information. Respondents must supply, with the bid, a minimum of three (3) reference accounts, preferably in higher education, (including the organization’s name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. The University reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

**5. MANDATORY PRE-PROPOSAL MEETING**

A mandatory conference will be held by the University of Arkansas on the date, time, and through means as specified on the cover sheet of this RFP document. The purpose of the conference will be to provide a forum for bidders to obtain clarification about the RFP prior to finalizing their responses. Questions should be submitted to Whitney Smith, [wesmith@uark.edu](mailto:wesmith@uark.edu), in advance of the scheduled conference for preparation purposes to make the best use of time during discussion. Vendors who anticipate responding to this RFP are required to participate in this pre-proposal conference to discuss information and clarifications. Proposals will NOT be considered from vendors who have not participated in the mandatory pre-proposal conference.

**6. RESPONDENTS RESPONSIBILITY TO READ RFP**

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

**7. PROJECTED TIMETABLE OF ACTIVITIES**

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

4/11/17: RFP released to prospective respondents

4/18/17: Pre-Proposal Meeting (tele-conference)

**Dial-In #: 1-888-330-1716 Access Code: 9088844**

4/21/17: 4:00 PM CST - Last date/time UAF will accept questions

4/25/17: Last date UAF will issue an addendum

5/2/17: Proposal submission deadline 2:30 PM CST

TBD: Vendor Presentations (if necessary)

TBD: Notice of Intent to Award

Upon Award: Contract Negotiations Begin (upon intent to award)

TBD: Service to Commence

**NOTE:** The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>

**8. CONTRACT TERM AND TERMINATION**

The term (“Term”) of this contract will begin upon date of contract award.  If mutually agreed upon in writing by the contractor and the University of Arkansas, the term shall be for an initial period of one (1) year, with option to renew on an annual basis for six (6) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

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

b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

c) In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Proposer for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University’s sole obligation hereunder is to pay Proposer for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.

**9. GENERAL INFORMATION FOR BIDDERS**

**9.1 Distributing Organization**

This Request for Proposal (RFP) is issued by the Office of Business Affairs, University of Arkansas, Fayetteville (UAF). The University Purchasing Official is the sole point of contact during this process.

**Bidder Questions and Addenda:** Bidder questions concerning all matters of this RFP should be sent via email to:

Whitney Smith, Procurement Coordinator

Office of Business Services

[wesmith@uark.edu](mailto:wesmith@uark.edu)

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

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

**9.2 Agency Employees and Agents**

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

**9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by the University of Arkansas and on and within all vehicles on University property, and on and within all University vehicles at any location.

**9.4 Disputes**

The successful vendor and the University agree that they will attempt to resolve any disputes in good faith. The vendor and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**9.5 Conditions of Contract**

The successful bidder shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

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

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

**ACCORDINGLY, a SuCESSFUL BIDDER SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web‐based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

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

‐ Presenting information, including prompts used for interactive communications, in formats intended for non‐visual use;

‐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

‐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

‐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

‐ Integrating into networks used to share communications among employees, program participants, and the public; and

‐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered does not completely meet these standards, the bidder must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

**9.6 Contract Information**

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

A. The State of Arkansas may not contract with another party:

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

2. To indemnify and defend that party for liability and damages. Under Arkansas law the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against 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; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

3. Upon default, to pay all sums that become due under a contract.

4. To pay damages, legal expenses, or other costs and expenses of any party.

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

6. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UAF should:

1. Remove any language from its contract which grants to it any remedies other than:

* The right to possession.
* The right to accrued payment.
* The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

**9.7 Reservation**

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

**9.8 Qualifications of Bidder**

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

**9.9 Default**

In the event that the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Proposer fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

**9.10 Non Waiver of Defaults**

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

**9.11 Independent Parties**

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

**9.12 Governing Law**

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

**9.13 Proprietary Information**

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

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

**9.14 Disclosure**

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

**9.15 Proposal Modification**

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

**9.16 Prime Contractor Responsibility**

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

**9.17 Period of Firm Proposal**

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

**9.18 Warranty**

The vendor must:

1. Define the provisions of the warranty regarding response time for service and support.
2. Define the provisions of the warranty regarding system up time including maintenance windows.
3. Outline the standard or proposed plan of action for correcting problems during the warranty period.
4. Respondents must itemize any components, services, and labor that are excluded from warranty.

**9.19 Errors and Omissions**

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

**9.20 Award Responsibility**

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

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

**9.21 Confidentiality and Publicity**

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

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

Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

**9.22 Respondent Presentations**

The University of Arkansas reserves the right to, but is not obligated to, request and require that

final contenders determined by the Evaluation Committee provide a formal presentation of their

Proposal at a date and time to be determined by the Evaluation Committee. Respondents are

required to participate in such a request if the University of Arkansas chooses to engage such

opportunity.

**9.23 Excused Performance**

In the event that the performance of any terms or provisions of this Agreement shall be delayed or

prevented because of compliance with any law, decree, or order of any governmental agency or

authority, either local, state, or federal, or because of riots, war, acts of terrorism, public

disturbances, unavailability of materials meeting the required standards, strikes, lockouts,

differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not

within the control of the party whose performance is interfered with and which, by the exercise of

reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as

"Excused Performance"), the party so interfered with may at its option suspend, without liability, the

performance of its obligations during the period such cause continues, and extend any due date or

deadline for performance by the period of such delay, but in no event shall such delay exceed six

(6) months.

**9.24 Funding Out Clause**

If, in the sole discretion of the University, funds are not allocated to continue this Agreement, or any

activities related herewith, in any future period, then the University will not be obligated to pay any

further charges for services, beyond the end of the then current period. The Company will be notified

of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section

is exercised. This section shall not be construed so as to permit the University to terminate the

Agreement in order to acquire similar service from a third party.

**9.25 Indicia**

The respondents and the Company acknowledges and agrees that the University owns the rights

to its name and its other names, symbols, designs, and colors, including without limitation, the

trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in

the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and

other symbols associated with or referring to the University of Arkansas that are adopted and used

or approved for use by the University (collectively the “Indicia”) and that each of the Indicia is valid.

Neither any respondent nor Company shall have any right to use any of the Indicia or any similar

mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name,

company or corporate name, a commercial or business activity, or advertising or endorsements

anywhere in the world without the express prior written consent of the University. Any domain name,

trademark or service mark registration obtained or applied for that contains the Indicia or any similar

mark upon request shall be assigned or transferred to the University without compensation.

**9.26 RFP Interpretation**

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

**9.27 Time is of the Essence**

Vendor and University agree that time is of the essence in all respects concerning this contract and performance herein.

**9.28 Formation of the Agreement/Contract**

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

**A.** Accept a proposal 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 an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because the University may use alternative (A) above, each Proposer should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted. The contents of this RFP will be incorporated into the final contract documents, which will include a Standard University agreement.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to the University, it officers, agents and employees, including, but not limited to the Sovereign Immunity of the State of Arkansas.

**NOTE:** The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>

**9.29 Permits/Licenses and Compliance**

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

**10. INSTRUCTION TO BIDDERS**

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

**10.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Bidders can insert responses into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, bidders must ‘acknowledge’ each section of our document in their bid response.

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

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

**10.4** Proposals will be publicly opened in the Purchasing Office, Room 321 Administration Building, The University of Arkansas, Fayetteville, Arkansas, 72701, at 2:30 p.m. CST, on the proposal due date. All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

**Agencies must submit one (1) signed original, three (3) signed copies, and two (2) soft copies of their response (i.e. CD-ROM or USB Flash drive)** labeled with the respondent’s name and the Bid Number, readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

University of Arkansas

Business Services

Administration Bldg, Rm 321

1125 W. Maple St

Fayetteville, Arkansas 72701

**NOTE:** No award will be made at bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.

**Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of the University of Arkansas and shall be open to public inspection when the bid solicitation has been awarded and a final contract agreement is complete.

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

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

**All responses received after the specified time will be returned unopened**.

**10.5** For a bid to be considered, an official authorized to bind the respondent to a resultant contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the response as required will eliminate it from consideration.

**10.6** All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.

**10.7** The University Purchasing Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of the University to do so. Bids may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on or before

the deadline established by the issuing agency.

* + - * 1. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
        2. Failure to provide the bid security or performance security if required.
        3. Failure to supply vendor references if required.
        4. Failure to sign an Official Bid Document.
        5. Failure to complete the Official Bid Price Sheet.
        6. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

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

**11. INDEMNIFICATION AND INSURANCE**

The successful bidder shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract. The successful bidder shall purchase and maintain at bidder’s expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

* Workers Compensation: As required by the State of Arkansas.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the University of Arkansas.

Contractor shall furnish University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Proof of Insurance must be included in bid response.

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

**12. COMPANY OVERVIEW**

The supplier shall provide a general overview of the company including the following information:

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

**13. BEST AND FINAL OFFER**

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

**14.** **SPECIFICATIONS / GOALS AND DELIVERABLES**

Each proposal should contain the following information at a minimum:

* 1. **Training and Support**
     1. Please describe what system and technical administration is available (hardcopy and/or

electronic form).

* + 1. Please describe your training plans and approach for Business and Technical Users

(e.g. ‘train-the-trainer’, group courses, etc.).

* + 1. How is support managed? What is the response time to non-critical and critical issues?
    2. Do you offer development services for customizations of your product?

* 1. **Architecture and Supported Platforms**
     1. What client operating systems (Windows, Macintosh, etc.) does your solution support?

Differentiate by OS version if/where appropriate.

* + 1. What client browsers (Internet Explorer, Firefox, Safari, etc.) does your solution support?

Differentiate by browser version if/where appropriate.

* + 1. What client smartphone and tablet operating systems (iPhone, iPad, Droid, Android,

etc.) does your solution support? Differentiate by smartphone and tablet OS version if/where appropriate.

* + 1. What server operating system(s) (Windows, Linux, other flavors of UNIX, other) does

your solution run on? Differentiate by OS version if/where appropriate. Are certain application functions limited to certain platforms?

* + 1. What application server environment(s) (WebLogic, WebSphere, other) does your

solution run in? Differentiate by application server version if/where appropriate.

* + 1. What web server(s) (Apache, IIS, other) does your solution run on? Differentiate by web

server version if/where appropriate.

* + 1. What database management system(s) (Oracle, SQL Server, DB2, other) does your

solution run on? Differentiate by DBMS version if/where appropriate.

* 1. **Application User Security**
     1. The provisioning of users for your system is integrated with Active Directory.
     2. The solution supports Single Sign-On (SSO) authentication via Shibboleth.
     3. The system allows to set a role for user or a group.
     4. Describe any controls in place to ensure non-authorized individuals/groups (internal staff

and external entities) do not have access to the system and data.

* 1. **Compliance**
     1. The solution must meet WCAG 2.0 AA guidelines
  2. **Functionality**
     1. **Form Building**
        1. Please describe in detail how your solution can help us deliver a consistent,

Responsive online forms experience to our Constituents.

* + - 1. Does your solution provide templates, CSS, etc. for consistency of form design?

Does it support HTML5? If so, please describe.

* + - 1. End users must be able to create complex, dynamic forms without programming

knowledge. Please describe how this is accomplished.

* + - 1. Can Business Users create their own components which can be reused easily

within the form design tool and across different forms?

* + - 1. Please describe each of the mechanisms that your solution provides to ensure

data is captured accurately (definition of length of fields, valid values, mandatory fields, properties, etc.).

* + - 1. Please describe what level of technical expertise is required to create/customize

forms.

* + - 1. Forms can be pre-populated with default values, which can be changed by the

user if required. If so, please describe this process.

* + - 1. Please describe how changes within the form templates are updated across the

forms that are already built (e.g. logos, pre-defined text areas containing phone numbers, email address, etc.). Is it an automatic or manual process?

* + - 1. The solution allows the creation of online forms using a responsive web design

for an optimal experience to mobile and desktop users.

* + - 1. The solution must support conditional logic and branching, including required’

fields and show/hide fields based on previous responses.

* + - 1. The solution must be able to include mandatory fields
      2. The solution must be able to mask input field using password field attribute
      3. The solution should have the ability to split forms into multiple pages
      4. Can a form be easily duplicated and edited for one off uses?
      5. What is the maximum character length for a text field in a form?
      6. Do you have a string character limit for parsing incoming URLs into form fields?
    1. **Form Publishing**
       1. End users must be able to securely embed forms within the campus web

presence (e.g. JS, Embed, HTML). Please describe how this is accomplished.

* + - 1. Please describe the process for publishing a new form in detail.
      2. Does the solution provide an authorization/approval process for new forms

before publishing them into the production environment? If so, please describe this process.

* + - 1. Can expiration dates be attached to forms?
      2. Can ‘effective dates’ be created so new forms/changes only become active as at

a particular date (e.g. add text field modifications in advance with effective date change)?

* + 1. **User Experience**
       1. Does your solution provide the ability to have a ‘progress bar’ indicating to the

customer how far into a form, and how much farther until completion steps are left? If so, please describe this process.

* + - 1. Please describe how errors are displayed (e.g. the system displays an error

message with a response required by user to either return to previous screen or provide a logical solution). Can these be customized?

* + - 1. The solution must offer a consistent, responsive, professional user experience

within approved university branding.

* + - 1. The solution must provide email notifications of form responses, to multiple email

addresses, optionally attaching full responses

* + - 1. The solution must provide customizable confirmation messages
      2. The solution must support file uploads
      3. Is your solution capable of scanning for viruses in uploaded files or is able to

integrate with external software to perform this action? If so, please describe this process.

* + - 1. The solution must include a user friendly SPAM prevention technique, such as a

honey pot.

* + - 1. The solution must provide an option for forms to be saved and completed later
      2. The solution must provide form validation and log all server-end input validation

failures

* + - 1. The solution must allow for URL redirection capability upon completion
      2. Is there a form content verification available for Constituents (e.g. once a form is

completed, a verification screen is displayed to Constituents to approve/amend their input)?

* + 1. **Workflow**
       1. Does the solution provide the ability to set up a workflow behind each form? If so,

please describe this process and workflow capability.

* + 1. The solution allows end users to build workflows for form publishing approval and

business process management. Please describe how this is accomplished.

* + 1. **Digital Signature**
       1. Can your solution be integrated with external Digital Signature Software (e.g. PKI

Digital Signature services to facilitate digital signature collection as an integrated solution? If so, please describe this integration.

* 1. **Data**
     1. **Data Security**
        1. The solution must encrypt all data sent from the form to back-end systems.
        2. The solution must provide access controls to protect collected data (i.e., user A

cannot see user B’s data)

* + 1. **Data Management**
       1. The solution must provide an ability to export collected data in a usable format

(CSV, XLS, etc.)

* + - 1. The solution must provide automatic storage of form entries into the database
      2. The solution should offer the ability to manage or edit the database directly
      3. The solution provides the ability for University to extract data at any time for local

storage. Detail the solution.

* + - 1. University must retain ownership of data. The vendor must not access, use or

release any University data to third parties without explicit consent of University. Specify how this will be achieved and how University can monitor compliance.

* + 1. **Data Reporting**
       1. Does the solution allow the creation of ad-hoc and customizable reports/self

service reporting?

* + - 1. Are Business Users able to create reports on form usage (e.g. number of forms

downloaded/visited, ratio of successfully/unsuccessfully completed forms, etc.). If so, please describe these reports.

* + - 1. The solution should offer built-in reporting tool, or dashboard, for form result

analysis that includes graphs and charts. Please describe this dashboard.

* + - 1. Please describe any other reports or dashboards.
  1. **Hosting Infrastructure, Backup and Disaster Recovery**
     1. Please describe the types of data center facilities in which your solution is located.
     2. Are third parties involved in your provisioning of data center services? If yes, please

identify those third parties and provide websites and/or other contact information.

* + 1. Are clients permitted to visit and tour your data center facilities with advance notice?
    2. What documented plans do you have for recovering data center operations and network

connectivity in the event of a local or regional disaster? How often are your DR plans refreshed and updated? Can you provide any third-party corroboration or certification of your DR plan quality?

* + 1. What are the Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs)

for your SaaS solution customers’ hosted instances?

* + 1. What is the schedule and the format for backups from your solution?
    2. Are restorations from backup regularly tested? With what frequency and with what

validation?

* 1. **Security, Availability, Compliance and DR**
     1. State your compliance to controls contained in AS/NZS ISO/IEC 27001 standard for

Information Security Management Systems and/or any other relevant standards or accreditations.

* + 1. In your SaaS implementations, do you typically support clients’ own internal Single Sign

On (SSO) infrastructures? What types of SSO mechanisms can you support?

* + 1. Does your system provide tokens as secondary authentication for read-and-signs or

electronic signatures for certificates?

* + 1. For client-side implementations of your solution (including browser version, offline

access version if applicable, tablet and smartphone versions if applicable), what data is cached client-side? How is such data deleted or otherwise managed at session termination? If answer differs for each solution, please provide all relevant responses.

* + 1. Please describe your general approach to stored data for hosted solutions. Where is

data hosted, on what type of media and equipment? What strategies do you employ for redundancy, high availability, business continuity, and disaster recovery of data? For the latter, please make reference to plans and procedures, regular testing, routine data backups and offsite storage.

* + 1. If data is clustered, mirrored, duplicated or otherwise distributed, can the physical

location of data be changed without UARK’s knowledge or consent? If so, in the event that UARK needs to recall, delete, or otherwise modify distributed data, can you furnish all the location(s) of all such distributed data to UARK for those purposes?

* + 1. What mechanisms, policies and procedures are used to safeguard stored data? Be sure

to cite your use or non-use of intrusion detection, anti-virus, firewalls, vulnerability scanning, penetration testing, encryption at rest, authentication and authorization protections and policies, including those involving passwords, removal of unnecessary network services, limiting of administrative access, code review, logging, employee training and other relevant safeguards.

* + 1. What mechanisms are used to transport data? What methods are used to safeguard

data during transport? Be sure to cite your use or non-use of encryption during transmission, encrypting wireless traffic, physically securing devices in transit, network traffic segregation, and other relevant safeguards. Where relevant, include descriptions of the encryption protocols and algorithms used.

* + 1. In your approach to storage and transport of data, as described in questions 14.6.5,

14.6.7 and 14.6.8, do you rank any data in terms of sensitivity and do you employ any special measures when handling more sensitive data? If so, in implementing such measures can you respond and act upon the client’s own rankings for data sensitivity?

* + 1. Please identify any subcontracted parties who are involved in your handling of stored

data as described in questions 14.6.5, 14.6.7 and 14.6.8. Please provide a website address and/or other contact information for each.

* + 1. Are your information security controls certified through an audit or similar methodology?

If so, please provide a copy of the latest audit findings in your RFP response.

* + 1. Please identify any compliance frameworks for which your product has been certified,

such as HIPAA, FISMA, FERPA, PCI, and so on. For each, provide the date of the last certification.

* + 1. Is your application and infrastructure certified? If so, by what services and how often?
    2. Please describe any controls you use to address the threat of information being

mistakenly disclosed to unauthorized persons. Your response should refer where applicable to issues of awareness and training, removal of unnecessary data (electronic and paper), use of screen savers and lockouts, limiting storage of confidential data on remote devices, verification of identity of individuals requesting access, and other relevant safeguards that enforce the principle of “need to know.”

* + 1. Please describe any controls you use to address the threat of information knowingly

being misused by your workforce and contractors. Your responses should refer where applicable to issues of strong sanctions policy and practice, background checks, role-based access to information, oversight of data authorization by supervisor, terminating access to data for terminated employees and employees changing job functions, prohibition on sharing passwords, and other relevant safeguards.

* + 1. Please describe controls you use to address the threat of physical theft or loss of data.

Your responses should refer where applicable to policies on the storage of confidential data on laptops, PDAs, USB drives and other portable devices, encryption of data on portable devices, two factor authentication, removal of unnecessary information, physical protection of desktops and servers, and other relevant safeguards.

* + 1. Please describe controls you use to address community concerns regarding privacy

practices. Your responses should refer where applicable to privacy statements, opt-in or opt-out consents, compliance with applicable privacy rules, and other relevant safeguards.

* + 1. Please describe controls you use to address the use, handling, protection and sharing of

confidential data shared with subcontractors. Your responses should state any relevant relationships that may induce additional risk to the safe storage of sensitive data (such as outsourcing of key services, use of sub-contractors or cloud services for hosting, etc.) and refer where applicable to contractual safeguards and reviews of security programs / practices.

* + 1. Do you require the use of two-factor authentication for the administrative control of

servers, routers, switches and firewalls?

* + 1. Does your SaaS solution support Secure Sockets Layer (or other industry-standard

transport security) with 128-bit or stronger encryption and two-factor authentication for connecting to the application?

* + 1. Do your hosting environments provide redundancy and load balancing for firewalls,

intrusion prevention and other critical security elements?

* + 1. Do you (or an experienced third-party partner) perform external penetration tests at least

quarterly, and internal network security audits at least annually? Are these audits structured per the International Organization for Standardization ISO 27001 standard, and are audit procedures in compliance with Statement on Auditing Standards No. 70, Service Organizations (SAS 70 Type II)?

* + 1. Do you provide protection (or receive protection from a third party) for denial-of-service

attacks against your hosted solutions?

* + 1. Can you provide documented requirements (and audit procedures) for network access

standards to ensure that other customers will not accidentally compromise the security of your environments?

* + 1. Can you provide documented policies for OS hardening for your web, application,

database and other hosting-related servers?

* + 1. Can you provide validated procedures for configuration management, patch installation,

and malware prevention on all servers and PCs involved in SaaS delivery?

* + 1. If you have a multi-tenant architecture that extends to the database level, can you

provide a documented set of controls for ensuring the separation of data and the security

of information between different customers’ SaaS instances?

* + 1. Do you support data-in place upgrade to your systems without causing any downtime or

impact to the customer?

* + 1. Do you use content monitoring and filtering or data leak prevention processes and

controls to detect inappropriate data flows?

* + 1. Can you provide documented procedures for configuration management (including

installation of security patches) for all applications?

* + 1. Do you perform background checks on personnel with administrative access to servers,

applications and customer data?

* + 1. Can you provide documented processes for evaluating security alerts from operating

system and application vendors, shielding systems from attack until patched, and installing security patches and service packs?

* + 1. Do you use write-once technology to assure the validity of audit trails and security logs?
    2. Can you provide documented procedures for vulnerability management, intrusion

prevention, incident response, and incident escalation and investigation?

* + 1. How many staff do you have dedicated to application and infrastructure security? How

many average years’ experience do these personnel have and what security certifications do they possess?

* + 1. Can you provide documented identity management and help-desk procedures for

authenticating callers and resetting access controls, as well as establishing and deleting accounts when help-desk service is provided?

* + 1. Who will be performing threat modeling?
    2. Is threat modeling done using both STRIDE (Spoofing, Tempering, Repudiate, Integrity,

Denial of Service, Elevation of Privilege) and DREAD

* + 1. Specify how system performance and response time to end users will be measured and

minimum standards for system performance.

* + 1. Specify where the data will be stored and who the data center provider will be.
    2. Tenderer must comply with University’s Privacy Policy.
    3. Demonstrate your organization’s approach (eg. policy or other in place) in ensuring

ethical products and services are sourced and provided to your constituents.

* + 1. Specify what measures are in place to ensure secure access to the cloud solution by

authorized users. For example does the system provide for: remote access, dual phase password control (eg. token key + University network login), in addition to a separate username and password access, limited number of unsuccessful attempts before user is suspended, audit logs of unsuccessful attempts.

* + 1. Specify what measures are in place to ensure protection of data against unauthorized

access and malicious attacks.

* + 1. Specify data encryption measures when storing and transferring data between the

provider’s sites and/or other systems.

* + 1. Please provide details of any particular data that is encrypted in the database.
    2. Specify how long data will be retained and procedures for authorization of data deletion.
    3. Specify how data and corresponding data structure will be transferred back to University

at the end of the contract and the process to remove data from the provider’s systems.

* + 1. Outline service levels arrangements for management and support of the system.

Specify measurement and reporting against service level standards, escalation mechanisms and penalties if service standards are not achieved.

* + 1. Specify your process for alerting University about security incidents.
    2. Specify your process for informing University of system changes/updates prior to rollout.
    3. Specify requirements for upgrading software. Are upgrades and timeframes able to be

driven by University?

* 1. **Availability**
     1. Specify for your cloud based (if available) and on-premises solution the percentage uptime guarantee, method to measure uptime, whether there are any planned outages, and how these would be communicated to the users during:  
        • normal working hours  
        • outside normal working hours
     2. What is your SLA for availability and what compensation is offered in the event this is not met?
  2. **Backup and Recovery**
     1. Describe the backup process of the solution (back up cycles, back up data storage and

time to recover a specific data file from back up). Is it compatible with external backup software?

* + 1. The system is able to conduct incremental and/or complete system backups.
    2. The solution provides the capability to roll-back to a previous ‘state’ in the event of an

issue or corruption.

* 1. **Non-Production Environments**
     1. Do you provide SaaS customers with a standard set of secondary non-production

environments (Development, Test, and so on)? If so, which types of environments? Are there any limitations on access to and usage of these environments?

* + 1. If you answered yes for secondary non-production environments, can data in these

secondary environments be synched with production data? If so, is there a fee for this synchronization? If not, what type of data is provided in these supporting environments?

* + 1. If you answered yes to secondary non-production environments, can changes made in

secondary environments be migrated to production automatically?

* 1. **API and integrations:**
     1. The solution must integrate with Shibboleth/SAML authentication layer, both in the form

builder and the generated forms

* + 1. When a form is behind authentication, auto-fill form fields based on directory information

are available

* + 1. Please describe how the online forms solution can lookup data (e.g. reference numbers)

from University’s other systems to be used when completing the form.

* + 1. The solution must integrate with CashNet payment processor. Including confirmation

pages and any redirects needed

* + 1. The solution must offer an API for integration into third party tools
    2. The solution should have built-in integration with ImageNow/Perceptive Content
  1. **Value Add**
     1. Please detail any value add your organization/solution can offer to University in relation

to the proposed online forms solution.

* + 1. Please add details of your roadmap for system enhancements/future functionalities?

**15. EVALUATION AND SELECTION PROCESS**

It is the intent of the University to award an Agreement to the respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on UAF assessment of the agency’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. The University of Arkansas reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the University of Arkansas. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAF (for whatever reasons), UAF may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 120 days after the due date and time for submission of proposals. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. **Functionality, Service and Support (30 Points)**

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

* Quality and approach of functional modules
* Web-based features, system reliability and availability
* Account management and customer service capabilities
* Reports and metrics
* Vendor led customizations – look 4 question in RFP related

1. **Security, Compliance and Integration (20 Points)**

Agency with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Adherences to Industry Best Practices
* System security
* System integration capabilities

1. **Vendor Implementation and Maintenance (20 Points)**

Agency with highest rating shall receive twenty (20) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Vendor implementation plan and schedule
* Training
* Vendor support during implementation
* Vendor maintenance

1. **Vendor History and Past Performance (10 Points)**

Agency with highest rating shall receive ten (10) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Company Overview
* References

1. **On-Campus User Demonstration (10 Points)**
2. **Cost (10 Points)**

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

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

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

a = lowest cost bid in dollars

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

c = maximum points for Cost category (10)

d = number of points allocated to bid

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

**16. SERVICE PERFORMANCE STANDARDS**

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

**APPENDIX I: Bidder Information / Vendor References**

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

1. Respondent Representative

Contact Name

Telephone

Email Address

Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

c. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

**APPENDIX II: Official Price Sheet**

**Reference Section 3-Costs / Pricing** for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 120 days following the bid response due date and time.**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | | |  |
| ***ITEM*** | ***QTY*** | ***DESCRIPTION*** | ***PRICE EACH*** | ***TOTAL*** |  |
| 1 |  | Hardware | $ | $ |  |
| 2 |  | Software | $ | $ |  |
| 3 |  | Implementation | $ | $ |  |
| 4 |  | Training & Support | $ | $ |  |
| 5 |  | Annual Maintenance | $ | $ |  |
| 6 |  | Other | $ | $ |  |
| ***Grand Total*** |  |  |  | **$** |  |