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

Please Print or Type

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company Name:** |  |  | **Phone:** |  |
| **Address:** |  |  |  |  |
|  |  |  | **Fax:** |  |
|  |  |  |  |  |
| **City:** |  |  | **EMail:** |  |
| **State:** |  |  | **Web Site:** |  |
| **Zip Code:** |  |  |  |  |

|  |
| --- |
| **SIGNATURE REQUIRED FOR RESPONSE**  **THIS OFFICIAL BID SHEET MUST BE SIGNED AND RECEIVED IN A SEALED ENVELOPE  WITH VENDOR NAME, BID NUMBER, AND BID OPENING DATE CLEARLY NOTED ON OUTSIDE OF ENVELOPE IN ORDER FOR BID TO BE ACCEPTED. BID WILL BE ACCEPTED EITHER SIGNED IN INK OR WITH ELECTRONIC OR FACSIMILE SIGNATURE.**  **BIDS MAY NOT BE FAXED DIRECTLY TO UNIVERSITY IN RESPONSE TO THIS REQUEST FOR PROPOSAL.**  NOTE: The above listed date and time is the LATEST the bid will be accepted. ANY bids received after that time will NOT be considered.  **NOTE:** Pricing awarded on a resulting contract from this bid shall be available to all University of Arkansas departments. Terms stated in the bid response, including pricing and delivery, are available for use outside of the Northwest Arkansas region, but may result in higher shipping costs.  **NOTE:** All Arkansas state agencies and institutions of higher education may utilize or "Piggy Back"  onto this contract if it is acceptable to the supplier and in the best interest of the institution and the  taxpayers of the state of Arkansas.  **By signing below, bidder agrees to furnish the items and/or services listed herein at the prices and/or under the conditions indicated in the official Bid Document.**  Name (Type or Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                    Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**STANDARD TERMS AND CONDITIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | **PREPARATION OF BIDS** | |  |
|  |  | |  |
|  | 1.1 | Failure to examine any drawings, specifications, and instructions will be at bidder’s risk. | |
|  | 1.2 | All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid. | |
|  | 1.3 | Brand Name References: Unless specified “No Substitute” any catalog brand name or manufacturer’s reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other  than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and  should include the manufacturer’s illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder  guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as  specified in the invitation. | |
|  | 1.4 | Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All  demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder’s name  and address, bid number and item number. | |
|  | 1.5 | Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. | |
| 2. | **SUBMISSION OF BIDS** | |  |
|  | 2.1 | Bids, modifications or corrections thereof received after the closing time specified will not be considered. | |
| 3. | **ACCEPTANCE OF BIDS** | |  |
|  | 3.1 | The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University. | |
|  | 3.2 | If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 60 days to accept. | |
| 4. | **ERROR IN BID** | |  |
|  | 4.1 | In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids. | |
|  |  |  | |
| 5. | **AWARD** | |  |
|  | 5.1 | Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications or on the basis for best value. | |
|  | 5.2 | When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation for Bid. | |
|  | 5.3  5.4 | A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.  Vendors awarded contracts for commodities and/or services are encouraged to participate in our University Shopping Mall. This online catalog database is operated by a third party provider and will allow all University departments to place orders to multiple vendors online. A monthly maintenance fee, to be negotiated between each vendor and the shopping mall data base provider, is required. | |
| 6. | **DELIVERY** | |  |
|  | 6.1 | The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid. | |
|  | 6.2 | Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m.., unless prior approval for other shipment has been obtained. | |
|  | 6.3 | Packing memoranda shall be enclosed with each shipment. | |
| 7. | **ACCEPTANCE AND REJECTION** | |  |
|  | 7.1 | Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price. | |
| 8. | **TAXES AND TRADE DISCOUNTS** | |  |
|  | 8.1 | Do not include state or local sales taxes in bid price. | |
|  | 8.2 | Trade discounts should be deducted from the unit price and net price should be shown in the bid. | |
| 9. | **DEFAULT** | |  |
|  | 9.1 | Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date. | |
|  | 9.2 | Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of  eligibility for award. | |
| 10 | **WAIVER** | |  |
|  | 10.1 | The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately  favor any single vendor and would have the same effect on all vendors. | |
| 11 | **CANCELLATION** | |  |
|  | 11.1 | Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel.  Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract  conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer. | |
| 12 | **ADDENDA** | |  |
|  | 12.1 | Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum. | |
|  | 12.2 | Only written addenda is part of the bid packet and should be considered. | |
| 13 | **ALTERNATE BIDS** | |  |
|  | 13.1 | Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications. | |
| 14 | **BID OPENINGS** | |  |
|  | 14.1 | Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. | |
| 15 | **DEBRIS REMOVAL** | |  |
|  | 15.1 | All debris must be removed from the University after installation of said equipment. | |

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

**See RFP Section 10.4 for Proposal submission instructions.** Respondents must submit one (1) signed original of their Technical Proposal in a binder, organized as indicated in Section 15. The Respondent must also submit 25 copies of their complete Technical Proposal on CD-ROM, DVD-ROM or USB Flash drives. Respondents must submit one (1) signed original of their Cost Proposal in a separate binder, organized as indicated in Section 16. The Respondent must also submit one (1) electronic copy of their complete Cost Proposal on CD-ROM, DVD-ROM or USB Flash drives (labeled with “Cost Proposal,” the Respondent’s name and the Bid Number). The Printed and electronic copy of the Cost Proposal must be packaged in a separate envelope or box from the Technical Proposal, and labeled on the exterior of the package with “Cost Proposal,” the Respondent’s name and the Bid Number. In addition, Respondent shall provide an electronic redacted copy of the complete bid response (Technical and Cost Proposals). See Section 10.5 below regarding proprietary information.

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

Bid the following according to minimum specifications: ERP Solution. See Section 14, Specifications / Scope Of Services Requested.

**Vendor Identification**

Bidder should complete the Vendor Identification form at the following link, and submit with bid proposal: <http://businessservices.uark.edu/_resources/documents/VII.pdf>.

**IMPORTANT:** Respondents must address each of the requirements of this bid request which is in the format of a Request for Proposal. Vendor’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.

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

**Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable State of Arkansas procurement procedures.  Documents pertaining to the bid become the property of the State and shall be open to public inspection subsequent to bid opening.  **Any proprietary information must be identified and sealed separately within proposal [include with Original and any required Copies] (See RFP Section 10.5).**

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

**Ethical Standards**

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

**Arkansas Technology Access Clause**

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

**Accordingly, the vendor expressly represents and warrants** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) 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 by the Vendor does not completely meet these standards, the Vendor 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. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

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

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

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: <ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf>.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: <http://procurement.uark.edu/_resources/documents/VPAT_Blank.pdf>

Note: All vendors should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the bid solicitation. Our expectation is that the vendor will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the vendor to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

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

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

**Dun and Bradstreet DUNS Number**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.

See RFP Section 10.5 for additional instructions regarding the redacted copy.

**Equal Opportunity Policy Disclaimer**

**ATTENTION BIDDERS**

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

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

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

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

Please complete and return this form with your bid response.

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

Sincerely,

***Linda K. Fast***

Linda K. Fast, APO, CPPO, CPPB

Manager of Procurement Services

University of Arkansas

Fayetteville, AR

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

**\_\_\_\_ EO Policy Attached**

**\_\_\_\_ EO Policy previously submitted to UA Purchasing Department**

**\_\_\_\_ EO Policy is not available from business or person**

**Company Name**

**or Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**UNIVERSITY OF ARKANSAS**

**PROCUREMENT DEPARTMENT**

**1125 W. Maple ADMIN 321**

**Fayetteville, AR 72701**

**Tel: 479-575-2551**

**Fax: 479-575-4158**

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

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

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

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

**Bidders shall certify online at** [**http://www.arkansas.gov/dfa/procurement/pro\_immigrant.html**](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)

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

**Click on: Illegal Immigrant Reporting**

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

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

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

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

Thank you.

***Linda K. Fast***

Linda K. Fast, APO, CPPO, CPPB

Manager of Procurement Services

University of Arkansas

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

Please check the appropriate statement below:

\_\_\_\_\_\_\_ We certified that we are not an illegal immigrant

or do not employ or contract with any illegal immigrants.

Date of certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_ We cannot so certify at this time, and we understand that

a contract cannot be awarded until we have done so.

Reason for non-certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed or typed)

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





**Request for Proposal (RFP)**

**RFP No. 615190**

**ERP Solution**

**PROPOSAL RELEASE DATE: 10/7/2016**

**PROPOSAL DUE DATE: 11/18/2016**

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

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

**Purchasing Division**

**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 System’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 System ("System”), on behalf of the member institutions of the System, is soliciting proposals in response to this Request for Proposal (RFP) from qualified vendors (the “Respondent,” the “Vendor” or, post-award, the “Contractor”) for the acquisition of comprehensive Enterprise Resource Planning software, including functionality for Financial Management, Procurement, Human Capital Management, Payroll, and Student Administration. The System’s vision is an enterprise system to support leading practices in Financial Management, Human Capital Management and Student Administration for all System entities that would accommodate each campus’ continued independent functioning while allowing for seamless consolidation for audits, required reporting, analytics and other management needs.

In the context of this RFP, “the System” refers to the contracting entity for this procurement, and also refers to any or all participating institutions in this procurement. For example, if the specifications refer to a business process of the System, it means a process in use at one or more institutions. In this RFP, “the University” refers to the University of Arkansas – Fayetteville whose Purchasing department is conducting this procurement on behalf of the System.

Implementation and integration services will be acquired through a separate procurement effort once the ERP software solution has been selected.

The project goals and objectives of the System are to:

* Acquire a modern ERP solution that effectively processes the volume and type of transactions required by the System;
* Improve the efficiency of administrative operations;
* Implement user-friendly intuitive systems for use system-wide;
* Deploy a shared system-wide chart of accounts to align reporting and simplify consolidation;
* Expand and simplify management access to detailed information;
* Provide smooth and seamless integration between the new ERP solution and other systems used by the campus community;
* Replace aging technology infrastructure and custom software; and
* Take advantage of continuing advancements in functionality and technology that would enable future improvements in business and administrative practices.

From a technology viewpoint, the System’s vision is a cloud-based solution that is fully supported by the Respondent and removes the System’s administrative burden of software fixes/upgrades, hardware refresh, and technical staffing requirements. This RFP requests that the Respondent provide associated hosting services (Services) for the pre-production (development) and production infrastructure under either a Platform as a Service (PaaS) including Managed Application Services (MAS) or Software as a Service (SaaS) model. Throughout the RFP, references are made to hosting services. It is understood that a SaaS model differs in some ways from a model that includes PaaS and MAS; however, in order to support both models in a single RFP, the use of the term “hosting services” is intended to address both models. The System defines these models as:

* SaaS: software and hardware are centrally hosted and managed in a shared cloud infrastructure and licensed via a subscription model; or
* PaaS: software and hardware are centrally hosted and managed in a dedicated off-premise infrastructure. The software can be licensed through a lump-sum purchase or via a subscription. For this RFP, the PaaS model also includes comprehensive managed application services for all system and business applications and tools.

Respondents should ensure that their proposed offering addresses the various services requested in this RFP. Unique cost schedules have been developed to support each model from a pricing standpoint.

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

The System is issuing this RFP for the acquisition of comprehensive Enterprise Resource Planning software, including functionality for Financial Management, Procurement, Human Capital Management, Payroll, and Student Administration. This RFP also requests that the Respondent provide associated hosting services (Services) for the pre-production and production infrastructure under either a Platform as a Service (PaaS) or Software as a Service (SaaS) model.

Please see RFP Section 14, “Specifications/Scope of Services Requested,” for more detailed information regarding scope.

**3. COSTS**

Respondents must provide detailed/itemized pricing for each individual component, and/or the overall system, as listed on RFP Appendix 2, *Cost Schedules*, provided with this RFP document. Because the System’s implementation schedule has not been determined yet, the System requires pricing breakout by institution and by major functional area (Financial Management/Procurement, Human Capital Management/Payroll, and Student Administration). The University expects the deployment will be phased over time in some fashion, and therefore the presented pricing will be valid and paid at the initiation of implementation of the major functional area at an institution.

Pricing must be valid for 180 days following the bid response due date and time. The System will not be obligated to pay any costs not identified on the *Cost Schedules*. By acknowledging this RFP section, the Respondent certifies 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. VENDOR REFERENCES**

The System requires assurance that the offered products function properly, and will verify references supplied by the Respondent. See complete instructions in Section 15.5. The System reserves the right to request or obtain additional information. The System reserves the right to contact or visit any of the Respondent’s current and/or past customers to evaluate the level of performance and customer satisfaction.

**5. PRE-PROPOSAL CONFERENCE**

There will be no pre-proposal conference for this RFP. Questions about the RFP should be submitted per Section 9.1 below.

**6. RESPONDENTS RESPONSIBILITY TO READ RFP**

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document. Failure of Respondents to acquaint themselves fully 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 System's needs:

Friday, October 7, 2016 RFP released to prospective Respondents

Friday, October 21, 2016 5:00 PM CST - Last date/time questions are accepted

Wednesday, Nov. 9, 2016 Last date for issuing an addendum

Friday, November 18, 2016 Proposal submission deadline 2:30 PM CST

January, 2017 Software Demonstrations/Respondent Presentations

1st Quarter, 2017 Notice of Intent to Award

Upon Award Contract Negotiations Begin (upon intent to award)

Fall, 2017 Service to Commence

**NOTE***: The successful bidder will enter into a Technical/General Services Contract that will require legislative review/approval prior to any work conducted.  See the following link for tentative review schedule:* <http://procurement.uark.edu/_resources/documents/PCSTGSDeadlines.pdf>

**8. CONTRACT TERM AND TERMINATION**

The term (“Term”) of this contract will be for a period beginning from the date of award. If mutually agreed upon in writing by the Contractor and the System, the System reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of eighty-four (84) months. The System 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 be subject to termination without notice.

a) If at any time the services become unsatisfactory, the System 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 subject to cancellation by the System. Additionally, the agreement may be terminated, without penalty, by the System 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 System as provided for under this section give rise to any liability on the part of the System including, but not limited to, claims of Respondent for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The System’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

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

**9. GENERAL INFORMATION FOR BIDDERS**

**9.1 Distributing Organization**

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

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

Linda Fast, Procurement Coordinator

Office of Business Affairs

lfast[@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 Respondent 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 Respondent Employees and Agents**

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

**9.4 Disputes**

The successful Respondent and the System agree that they will attempt to resolve any disputes in good faith. The Respondent and the System 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 System may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does the System 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 Respondent 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 Respondent shall indemnify and save harmless the System and all its officers, representatives, agents, and employees (including subcontractors) 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 Respondent.

**9.6 Electronic Downloading; Taxes**

To the maximum extent possible, Contractor shall offer System the option to receive any software via electronic delivery rather than in any physical medium. Contractor acknowledges that, under Ark. Code Ann. § 26-52-304, electronically delivered software is exempt from sales tax, and no tax-exempt certificate is required.

**9.7 Data**

“Data,” as used herein, includes all electronic data, including but not limited to all Personally Identifiable Information (PII) and other nonpublic information. Data includes, but is not limited to, student, faculty, and staff data, metadata, and user content.

**9.8 Data De-Identification**

Contractor may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

**9.9 Data Use, Collection, and Sharing**

Contractor will use Data only for the purpose of fulfilling its duties and providing services under the Contract. Data may not be used by Contractor for any purpose other than the specific purpose(s) outlined in the Contract. Contractor will only collect Data necessary to fulfill its duties as outlined in the Contract. Data cannot be shared with any additional parties without prior written consent of the System except as required by law. Contractor will not change how Data is collected, used, or shared under the terms of the Contract in any way without prior written consent from the System.

**9.10 Data Mining**

Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to anyone, including but not limited to students or their parents, is prohibited.

**9.11 Data Transfer or Destruction**

Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, is destroyed or transferred to the System under the direction of the System when the Data is no longer needed for its specified purpose, at the request of the System.

**9.12 Rights and License in and to Data**

Parties agree that all rights in and to all Data, including all intellectual property rights, shall remain the exclusive property of the System, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Contract. The Contract does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Contract. This includes the right to sell or trade Data.

**9.13 Access**

Any Data held by Contractor will be made available to the System upon request by the System.

**9.14 Security Controls**

Contractor will store and process all Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of System in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan with System upon request. In addition, Contractor shall defend, indemnify, and hold harmless System, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any security or privacy incident.

**9.15 Location**

Contractor represents and warrants to System that Contractor shall not: (a) perform any of its obligations from locations or using employees, contractors and/or agents, situated outside the United States, or (b) directly or indirectly (including through the use of subcontractors) store or transmit any Data outside the United States, nor will Contractor allow any Data to be accessed by Contractor’s employees, contractors and/or agents from locations outside the United States, without prior written consent of the System.

**9.16 Safeguarding of Customer Information**

1. Throughout the term of any contract, Contractor shall implement and maintain “appropriate safeguards”, as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all “customer information,” as that term is defined in 16 C.F.R. § 314.2(b), received by Contractor pursuant to the Contract.
2. Contractor shall promptly notify the System, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of the System or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of the Contract, Contractor shall destroy all records, electronic or otherwise, in its or its agents' possession that contain such customer information and shall deliver a written certification of the destruction to the System.
3. Contractor consents, upon reasonable advance notice, to System's right to conduct an on-site audit of Contractor’s security program.
4. Notwithstanding any other provisions of the Contract, System may terminate the Contract for cause if Contractor has allowed a material breach of its security program, if Contractor has lost or materially altered customer information, or if the System reasonably determines that Contractor’s security program is inadequate.
5. Contractor shall defend, indemnify, and hold harmless System, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by Contractor’s negligence, intentional acts or omissions, or any loss or material alteration of customer information.
6. Contractor shall reimburse the System for any damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

**9.17 Federal Educational Rights and Privacy Act**

To the extent that Contractor will have access to, store or receive student education records, the Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. The Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the System or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information within thirty (30) days without keeping a copy for itself.

**9.18 Health Insurance Portability and Accountability Act**

To the extent that this contract involves covered use or receipt of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), Contractor agrees to fully comply with all applicable privacy requirements under HIPAA.

**9.19 Arkansas Freedom of Information Act**

System represents and Contractor acknowledges that System is subject to the Arkansas Freedom of Information Act and that certain disclosures may be required by law. In the event that any document marked confidential and/or proprietary received by the System from Contractor, or determined to be joint confidential information, is requested by a third party, then System shall provide Contractor with immediate notice of such third party request, and Contractor shall be free to challenge the disclosure in accordance with the laws of the State of Arkansas to the extent permitted by the Arkansas Freedom of Information Act. Should Contractor, in its judgment, believe that the document is not subject to disclosure and should Contractor intend that such document remain confidential, then Contractor shall so notify System, in writing, within three (3) business days following Contractor’s receipt of System’s notification or as otherwise permitted by Arkansas law. Contractor’s written response shall indicate the specific documents that Contractor shall require System to withhold with respect to the third party request. The System shall use its best efforts to cooperate with Contractor in response to any requests filed pursuant to the Arkansas Freedom of Information Act. In all instances however, the requirements of the Arkansas Freedom of Information Act shall be followed by the System.

**9.20 Web Site Accessibility**

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

**9.21 Exception to Reverse Engineering Prohibition**

System shall be allowed to decompile, reverse assemble or reverse compile the software or any part of the software to correct any problems involving the software if either of the following occurs, provided System has a valid, paid-up license at the time of the event:

1. Contractor fails to provide support as may reasonably be expected of a prudent licensor of software, the failure is not remedied within 30 days of a request and the problem is considered material to the functionality of the software. Written notice of the commencement of the cure period must be given in writing by the System to the Contractor. At the end of the cure period the System is allowed to decompile, reverse assemble or reverse compile the software or any part of the software solely to correct the problem but for no other purpose.
2. Contractor ceases business operations for more than thirty (30) days for any reason, including bankruptcy.

**9.22 Intellectual Property Ownership**

1. All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including the System, pursuant to or in connection with the contract ("Contract IP"), will be owned by the System, and where applicable, all copyrightable works will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. To the extent that any Contract IP is not, by operation of law, considered work made for hire for the System (or if ownership of all rights therein does not otherwise vest exclusively in the System), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to the System all right, title and interest to all Contract IP. "Intellectual Property" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to the System. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of the System, to do such acts, and sign, and deliver all such instruments requested by the System to vest in the System the entire right, title and interest to the Contract IP, and to enable the System to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the System's cost and expense, to cooperate with the System in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.
2. Contractor will retain ownership of its pre-existing Intellectual Property, including any pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor will inform the System in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants the System a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to the System in the course of performance of the contract.
3. Contractor acknowledges that System’s marks and logos are the exclusive property of the System. The parties agree that no contract with Contractor will transfer, license, or allow any use of the System’s logos or other marks except to the limited extent that may be set forth in a contract with Contractor. In particular, Contractor understands and agrees that it shall not make use of any marks associated with the University of Arkansas’ Athletics program, including but not limited to the Running Razorback and similar Razorback sports-related logos. Unauthorized use of the logos or any other marks of System by Contractor or its respective employees, affiliates, or subagents constitutes infringement of System’s rights and a material breach of the Contract. Under no circumstances may Contractor use System’s name, logos, or any other marks in such a manner as to imply or state an endorsement of Contractor by System. Upon expiration or termination of the Contract for any reason, Contractor must immediately discontinue use of the name, logos, or any other marks of the System.
4. Contractor warrants and represents that any intellectual property sold or licensed to System under any contract is validly owned, controlled, or licensed by Contractor and that Contractor possesses all rights and interests in the intellectual property necessary to the lawful performance of the contract. Contractor agrees to defend and hold System harmless for all claims, damages or expenses, including reasonable attorneys' fees and disbursements arising from any allegedly unauthorized use of a trademark, patent, copyright, process, idea, method or device covered by the contract.

**9.23 Non-Discrimination and Affirmative Action**

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

1. Consistent with Ark. Code Ann. § 25-17-101, the Contractor agrees as follows: (a) the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the Contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the Contractor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
2. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

**This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.**

1. The Contractor agrees to the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, if applicable.

**9.24 Conflict of Interest**

Contractor recognizes that University of Arkansas Board of Trustees Policy 330.1 provides that the System shall not, without approval of the Chancellor or Vice President for Agriculture, enter into a contract with a current or former state employee, member of the Arkansas General Assembly, state constitutional officer or board or commission member, or the immediate family member thereof, or any entity in which such a person holds an ownership interest of 10 percent or greater.

**9.25 Contract and Grant Disclosure and Certification**

Any contract, or amendment to any contract, executed by the System which exceeds $25,000.00 shall require the Contractor to disclose information consistent with the terms of Arkansas Executive Order 98-04, and any amendments or replacements, and the regulations pursuant thereto. No contract, or amendment to any existing contract, that falls under Order 98-04, will be approved until the Contractor completes and returns the disclosure form.

**9.26 Campus Restrictions**

Contractor shall not engage in the sale and/or distribution of food and/or beverages at any location on campus. Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of the System. Contractor further agrees that it will not permit any of its officers, directors, agents, employees, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of the System, even if the individual has a concealed weapon permit. Contractor shall not allow any of its officers, directors, agents, employees, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the System. Contractor agrees that it will not permit any of its officers, directors, agents, employees, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Contractor will fully comply with all applicable System policies, and federal, state and local laws, ordinances, and regulations.

**9.27 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 vendor 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 System 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 System and its employees (including subcontractors) or agents in the performance of this Agreement, the System 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 System 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 System 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 the System 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.

**9.28 Reservation**

This RFP does not commit the System 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. The System 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 System to do so. In responding to this RFP, Respondents recognize that the System may make an award to a primary vendor; however, the System reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**9.29 Qualifications of Bidder**

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

**9.30 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 System, the System 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 Contractor fails to remedy such failure or default within the ten (10) working day period, the System 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 System shall not limit any other right or remedy available to the System by law or in equity.

**9.31 Non-Waiver of Defaults**

Any failure of the System 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 System at any time to avail itself of same.

**9.32 Independent Parties**

Respondent acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of the System. The relationship of the Respondent and System 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.

**9.33 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.

**9.34 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable System 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.

**9.35 Disclosure**

Disclosure is a condition of this contract and the System 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 Respondent’s business, the Respondent must state so in writing.

**9.36 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the System. 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.

**9.37 Prime Contractor Responsibility**

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

**9.38 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least 180 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 180 days or until written notice to the contrary is received from the Respondent, whichever is longer.

**9.39 Warranty**

Contractor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by Contractor and personnel employed by Contractor reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Contractor will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) Contractor’s performance under the contract will not result in a breach of any other agreement to which Contractor is a party; (iv) all contract intellectual property will be original creations, and will not infringe upon or violate any intellectual property of any third parties; (v); any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by Contractor; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.

**9.40 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 System 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.

**9.41 Award Responsibility**

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The System 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 Respondents.

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

**9.42 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 (including subcontractor) or agent of the System. 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 System.

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

**9.43 Respondent Presentations**

The System 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 System chooses to engage such opportunity.

**9.44 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.

**9.45 Funding Out Clause**

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

**9.46 Indicia**

The Respondents and the Contractor acknowledge and agree that the University of Arkansas 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 System (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia 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 System. 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 System without compensation.

**9.47 RFP Interpretation**

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

**9.48 Time is of the Essence**

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

**9.49 Formation of the Agreement/Contract**

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

1. Accept a proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accepts the proposal submitted in response to it.
2. Enter negotiations with one or more Respondents 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 Respondent and negotiations concerning these.

Because the System may use alternative (A) above, each Respondent 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 System agreement.

NOTE: The successful Respondent will enter into a Technical/General Service Contract that will require approval prior to any work conducted. Respondents may find more information on Act 557 and its requirements at this link: (see “Act 557 Reporting Requirements”)

<http://procurement.uark.edu/>

See the following link for the form that will be completed at contract execution:

<http://procurement.uark.edu/_resources/documents/TGSForm.pdf>

The Performance Standards that are required under Act 557 are included for reference purposes as RFP Section 17.

**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 System is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**10.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Respondents 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, Respondents 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. Respondent’s required responses should contain sufficient information and detail for the System to further evaluate the merit of the Respondent’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.

**Respondents must submit one (1) signed original of their Technical Proposal in a binder, organized as indicated in Section 15.** Do not include cost information in the Technical Proposal. The original response shall include an electronic copy of the Requirements response as indicated in Section 15.9 on CD-ROM, DVD-ROM or USB Flash drive. One (1) copy of any referenced or otherwise appropriate descriptive literature should accompany the Technical Proposal. **The Respondent must also submit 25 copies of their complete Technical Proposal on CD-ROM, DVD-ROM or USB Flash drives** (labeled with “Technical Proposal,” the Respondent’s name and the Bid Number), readable by the System, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, 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.

**Respondents must submit one (1) signed original of their Cost Proposal in a separate binder, organized as indicated in Section 16. The Respondent must also submit one (1) electronic copy of their complete Cost Proposal on CD-ROM, DVD-ROM or USB Flash drives** (labeled with “Cost Proposal,” the Respondent’s name and the Bid Number). The printed and electronic copy of the Cost Proposal must be packaged in a separate envelope or box from the Technical Proposal, and labeled on the exterior of the package with “Cost Proposal,” the Respondent’s name and the Bid Number.

In addition, Respondent shall provide an electronic redacted copy of the complete bid response (Technical and Cost Proposals). See Section 10.5 below.

Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

University of Arkansas

Business Affairs, Purchasing Division

Administration Building, Room 321

1125 W. Maple St

Fayetteville, Arkansas 72701

Responses shall be publicly opened and announced at that time.

**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.**

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 ensuring that its response is received at the time, date, and location specified. The System 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 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 System 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 response. The Respondent shall submit one complete electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”). The redacted copy should reflect the same pagination as the original, showing the deleted text or empty space from which information was redacted, and should be submitted on a CD-ROM, DVD-ROM or USB 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 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 the required redacted copy is not received for the bid solicitation the entire proposal will be deemed “non-responsive” and will not be considered. 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.

**10.6** 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.

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

**10.8** 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 System to do so. Bids may be rejected for one or more reasons not limited to the following:

1. Failure of the Respondent to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to provide the bid security or performance security if required.
4. Failure to supply Respondent references if required.
5. Failure to sign an Official Bid Document.
6. Failure to complete the Official Bid Price Sheet.
7. 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.

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

**11. INDEMNIFICATION AND INSURANCE**

The successful Respondent shall indemnify and hold harmless the System, 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 Respondent shall purchase and maintain at Respondent’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 System.

* 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 System.

Contractor shall furnish System with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the System 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. EVALUATION AND SELECTION PROCESS**

It is the intent of the System to award an Agreement to the Respondent(s) deemed to be the most qualified and responsible firm(s) that submits the best overall proposal based on an evaluation of all responses. Selection shall be based on System’s assessment of the Respondent’s ability to provide best value to the System, as determined by the evaluation committee selected to evaluate proposals.

The System 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 System. Respondents who are selected as finalists will make software demonstrations and presentations to the Evaluation Committee at System campus sites in one of two locations: Little Rock or Fayetteville. Respondents will be randomly assigned to the location for their presentation.

Where contract negotiations with a Respondent do not proceed to an executed contract within a time deemed reasonable by the System (for whatever reasons), the System 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 180 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, Capability and Integration of Solution (40 Points)**

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

* Functionality and quality of business applications and associated tools
* Integration of proposed applications and tools
* User experience and ease of use
* Ability to meet System requirements
* Demonstrated fit with System business needs

1. **Qualifications and Experience (20 Points)**

Respondent with highest rating may receive up to twenty (20) points. This section shall evaluate all firms included in the response, including the primary ERP software provider and the hosting service provider. Points shall be assigned based on factors within this category, to include but are not limited to:

* Quality of firm references
* Stability of company business and financials
* Successful implementations/services at similar higher education institutions
* Compliance with System requirements and standards
* Commitment to higher education, future vision and strategic direction
* Vendor support and maintenance of product

1. **Acceptance of System Contract Terms (10 Points)**

Respondent with highest rating may receive up to ten (10) points. Points shall be assigned based on factors within this category, to include but are not limited to, agreement with System standard contract terms.

1. **Cost (30 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 Total Cost of Ownership reflected on the Summary Presentation schedule of the Cost Proposal, 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 (20)

d = number of points allocated to bid

Failure of any Respondents to provide in their proposals any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the Respondent.

**13. BEST AND FINAL OFFER**

The System reserves the right to request an official “Best and Final Offer” from 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 System. If the System 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 / SCOPE OF SERVICES REQUESTED**

**14.1** ORGANIZATIONAL SCOPE

The ERP software licensing and associated costs shall support the following institutions of the University of Arkansas System:

* University of Arkansas, Fayetteville (UAF)
* University of Arkansas at Fort Smith (UAFS)
* University of Arkansas at Pine Bluff (UAPB)
* University of Arkansas at Little Rock (UALR)
* University of Arkansas at Monticello (UAM)
* Cossatot Community College of the University of Arkansas (CCCUA)
* Phillips Community College of the University of Arkansas ( PCCUA)
* University of Arkansas Community College at Batesville (UACCB)
* University of Arkansas Community College at Hope (UACCH)
* University of Arkansas Community College at Morrilton (UACCM)
* University of Arkansas Division of Agriculture
* Arkansas School for Mathematics, Sciences, and the Arts
* University of Arkansas System eVersity
* University of Arkansas Medical Sciences (UAMS)
* Rich Mountain Community College (pending merger completion)
* Pulaski Technical College (pending merger completion)

**14.2** SOFTWARE SCOPE

The Respondent shall deliver software application and all other licensed business applications that fulfill the System’s business, general and technical requirements, to address the following functional areas:

* Financial Management
  + General Ledger
  + Budgetary Control
  + Accounts Payable
  + Accounts Receivable
  + Cash Management
  + Cost Accounting/Cost Allocation
  + Debt Management
  + Grant Management
  + Project Accounting
  + Asset Management
  + Budget Development
* Procurement
  + Commodities
  + Catalogs and Punch-Out
  + Requisitions
  + Purchase Orders
  + Receiving
  + P-Cards
  + Strategic Sourcing
  + Vendor Management
  + Inventory
* Human Capital Management
  + Personnel Administration
  + Classification and Compensation
  + Position Control
  + Benefits Administration
  + Employee Relations
  + Applicant Services
  + Employee Performance
  + Learning Management
  + Payroll
  + Leave Management
  + Time and Labor
* Student Administration
  + Admissions and Recruitment
  + Student Records
  + Student Accounting
  + Financial Aid
  + Advising and Degree Audit
  + Student Services

The Respondent shall deliver all products and services required to support the proposed business application software and enable the business processes in the functional areas identified above.

It is important to the System that the delivered components are tightly integrated as part of the comprehensive solution. The System recognizes that third-party software may be required to meet specific requirements.

The System, at its discretion, reserves the right to add or remove functionality or modules and the associated services prior to contract award.

To assist the System in managing and analyzing Respondent responses to each of the system requirements, the System will use DecisionDirector® RFP Response Management System (DD), a secure, Web-based team collaboration system from Advantiv Solutions, LLC. Respondents shall utilize DD to respond to the System's requirements. The requirements for this RFP have been uploaded into DD and responses to these requirements shall be collected and processed via DD. Respondents must respond to the requirements via DD and additionally provide, as part of their proposal submission, an exported electronic copy of their DD responses. See detailed instructions in Section 15.9, System Requirements.

**14.3** SERVICES SCOPE

This Services Scope section provides a high-level description of the services to be included in the proposal. These services will be addressed in detail in the agreements between the System and the Respondent.

1. **Hosting Services**

The Respondent shall provide hosting services for the pre-production (development) and production infrastructure required for the management and operation of the proposed ERP solution and other applications or tools included in the Respondent’s response. The Respondent shall provide a platform with sufficient capacity to handle the System’s needs and maintain all agreed service levels during the term of the contract.

The ERP software environments shall consist of the environments needed to support the respective delivery model.

| **Environments for SaaS Delivery Model** | **Environments for PaaS Delivery Model** |
| --- | --- |
| * Testing; * Training; and * Production environment. | * Baseline (version as delivered); * Integrations/Development; * Testing; * Training; and * Production environment. |

All hosting services must adhere to the following standards and specifications:

* Provide for hosting through data center(s) that comply with, at a minimum, Tier Three (3) data center standards;
* Reside at data center(s) within the Continental US;
* Ensure data center personnel (including any third-party personnel with access) can pass System-approved background checks;
* Include the installation, technical support, and secure access to the ERP software, third-party software, and all other development tools and software expected for the ERP project;
* Provide availability of and access to the required instances within the timelines identified in the approved ERP implementation work plan;
* Provide high availability and access to the required instances, with scheduled maintenance times approved by the System;
* Support the scheduling of down-time in coordination with the System to minimize the impact of down-time windows;
* Meet a response time standard of less than three (3) seconds for screen-to-screen for 95% of all transactions and less than one (1) second for field-to-field activity (tabbing between fields on a screen) for 95% of all transactions;
* Provide capacity management, which refers to the planning and control of all system and support components (e.g., CPU, memory, disk space, tape, network bandwidth, electrical, HVAC) to ensure sufficient infrastructure resources to satisfy the System’s system and application requirements;
* Provide security for the software environments consistent with the System security requirements (see Section 9.14, Security Controls; Section 9.16, Safeguarding of Customer Information; Section 9.17, Federal Education Rights and Privacy Act; and Section 9.18, Health Insurance Portability and Accountability Act);
* Provide security for confidential or sensitive data contained in the software environments by encrypting or scrubbing (i.e., change to a constant value, assign a sequential value, or blank) reasonable system-identified sensitive data;
* Provide for fail-over of the ERP infrastructure for a failed component or server;
* Provide for fail-over of the ERP infrastructure in the case of disaster, with no more than the loss of one day of data;
* Provide system availability monitoring tools, employed by the Respondent, and with results provided to the System on a weekly basis; and
* Provide source code access to any customized modules, extensions, components, and features that are not part of the base ERP software.

The following table describes the required services to support the Respondent’s submission of pricing for hosting services. Although these pertain specifically to the production infrastructure, the System expects that the pre-production infrastructure will meet most, if not all, of the same requirements.

**Hosting Services for Production Infrastructure**

| **Service Area** | **Services** |
| --- | --- |
| Application Monitoring | * Monitor resource utilization and processing workloads of the ERP software and related applications on a 24x7 basis to meet availability and response time service levels; and * Monitor (supported) interfaces to and from the ERP software on a 24x7 basis. |
| Servers | * Procure, secure, manage and refresh server infrastructure to meet availability and response-time service level agreements (SLAs); and * Support server operations on a 24x7 basis. |
| Database | * Establish database backup schedules and execute back-up procedures; * Install, configure and manage changes to the database management system (DBMS), including creating new database instances as required and assisting with initial data loads; * Manage database availability and resources; * Maintain non-production servers in alignment with production servers through database refreshes and copies; * Monitor the resource utilization and processing workloads of the DBMS on a 24x7 basis; * Monitor database workloads and performance on a 24x7 basis; * Analyze DBMS and database workload and performance data; * Identify system performance trends and, where appropriate, implement corrective actions to the DBMS and databases; and * Forecast capacity requirements for the DBMS and databases. |
| Storage Management | * Ensure that the proposed storage management strategy has inherent redundancy (e.g., RAID); and * Provide, implement and maintain a backup-and-recovery system for the disk storage system. |
| Network | * Provide encrypted Internet communication from the end user to the system via Hypertext Transfer Protocol Secure (HTTPS); * Provide continuous, proactive protection against network-based denial of service attacks and other Internet-based attacks; and * Test the effectiveness of network segmentation at least once every six (6) months and disable unneeded network services. |
| Security | *Security Maintenance*   * Monitor the availability of software updates associated with high-severity security advisories applicable to the equipment and software; * Implement security software updates; * Establish and use technologies and practices to monitor and remediate malware within the System’s processing environment at the Respondent’s data centers; * Restrict physical access to the System’s network entry point, equipment and data to authorized Respondent personnel; * Establish and maintain formal requisition and approval processes for managing access rights; and * Provide environmental protection for storage media by storing such media in a safe and secure environment.   *User Provisioning*   * Provide logical access controls to system resources as approved by the System; and * Provide help desk support for issues related to end-user authentication and authorization.   *Network Security*   * Detect and correct network security; and * Assist in troubleshooting application problems related to network access controls.   *Privacy*   * Comply with all federal and state privacy requirements. |
| Accessibility | The Respondent must comply with all applicable provisions regarding system accessibility. See RFP Section 9.20, Web Site Accessibility. |
| Disaster Recovery Services | *Disaster Recovery Planning*   * Create and maintain a comprehensive Disaster Recovery Plan for the Respondent’s environments.   *Disaster Recovery Testing*   * Successfully test the Disaster Recovery Plan annually; and * Provide the System with an exercise-results document for each disaster recovery test.   *Disaster Recovery Execution*   * Report disasters (or potential disasters) to the System immediately upon identification based on the Disaster Recovery Plan and consulting with the System for an official declaration of a disaster as appropriate (as determined by the System and Respondent if option is exercised); * Notify the System of situations that may escalate to disasters based on parameters defined in the Disaster Recovery Plan; * Execute the Disaster Recovery Plan including the restoration of normal services at a time agreed to by the System; and * Conduct a post-disaster meeting with the System in order to understand the cause of the disaster, develop plans to eliminate or mitigate future occurrences, and report such findings and plans to the System |
| Program Management | * Provide a single point of contact for the System to address service requests and issues; and * Support audits by the System’s internal and/or external auditors. |
| Service Management | *Service Desk*   * Provide a multi-tier Help Desk on a 24x7 basis to respond to calls and incidents transferred from the System’s internal Help Desks.   *Incident Management*   * Provide incident management and alerting (i.e., alert collection and filtering, escalation, notification, corrective action plan and reporting).   *Release Management*   * Plan for and execute updates/upgrades to new releases of all system-level software and utilities in Respondent’s environment.   *Performance and Capacity Management*:   * Monitor utilization and workload trends; * Analyze performance metrics and respond proactively to potential problem areas; and * Assist the System in ensuring that current and future capacity and performance requirements are provided cost-effectively. |

1. **Managed Application Services**

Under either the PaaS or SaaS delivery models, the Respondent shall provide comprehensive management of all licensed applications, tools, utilities and other software items required for proper operation and maintenance of the proposed solution. These services commence with the pre-production infrastructure and will continue with the production infrastructure. The specific usage, timing and levels of services will be addressed in the agreements, including appropriate Service Level Agreements (SLAs), between the System and the Respondent.

The Respondent shall provide:

1. Acquisition, provisioning, installation, and maintenance of operating system, database software and operational/monitoring software as well as installation and management of ERP software and all components needed to support the system at the agreed usage levels;
2. Application of all patches, fixes, upgrades, new releases and other software changes to keep all licensed software at a current level;
3. Notification of new patches, fixes, upgrades, new releases and other software changes for all licensed products; assessment of impact of changes; options available for installation; updated documentation; and training on new functionality.
4. Telephone, and onsite support as required, of the platform and all licensed software within agreed support response times;
5. Allowance for services for development of customized applications, such as integrations or interfaces to the ERP or needed custom reports;
6. Comprehensive and proactive monitoring and reporting of system and network performance, system security, availability and other system metrics as agreed; and
7. Coordination and performance of system and application backups required to support business operations and Disaster Recovery targets.

**15. SUBMITTAL CONTENTS – TECHNICAL PROPOSAL**

The Respondent shall prepare a Technical Proposal based on the instructions in this section. The Cost Proposal shall be prepared separately according to the instructions in Section 16 and submitted in a separate envelope or package. Do not include cost information in your response to the Technical Proposal.

The primary RFP response items (those that require an answer other than “Acknowledged”) are detailed in this section. The Respondent shall organize and tab its response as indicated below.

**15.1 Front: Table of Contents**. The Table of Contents should reference all material required by this RFP and any additional information or material the Respondent wishes to supply.

**15.2 Front: Transmittal Letter.** The transmittal letter shall be in the form of a standard business letter on the Respondent’s letterhead and shall be signed in ink in the original copy of the proposal by an individual authorized to legally bind the Respondent. The Transmittal Letter shall include the following:

1. Identification of the name, title, telephone number and e-mail address of the person authorized by the organization to contractually obligate the organization;
2. Identification of the name, title, telephone number and e-mail address of the person authorized to function as the main contact on behalf of the organization;
3. A statement that the entire offer and the price contained therein is a valid offer and shall be binding upon the Respondent in all respects for a period of 180 days from receipt of the Best and Final Offer (BAFO), or from submission if no BAFO is requested; and
4. Acknowledgement of receipt of any and all amendments or addenda to this RFP.

**15.3 Tab 1: Response to RFP**. As instructed in Section 10.2 above, the Respondent shall respond to each section of this RFP (other than Sections 15 And 16, which require more detailed responses) by stating ACKNOWLEDGED as the response following each major section to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If the Respondent has an exception to a term or condition in that section, it should be noted at this point. Insert the completed RFP response in Tab 1.

**Contract Exception Summary**. Following the response to the RFP in Tab 1, provide a summary recap of contract exceptions. On this summary, quote the section number and text of the contract term and an explanation of the exception. If applicable, the Respondent may suggest alternate language that would be more acceptable.

**Forms.** Include in Tab 1 all executed copies of mandatory forms as part of the Response to the RFP. The original signed copy of the forms should appear in the printed original copy. It is not necessary to include these forms in the electronic copies. The required forms include:

* 1. Vendor Identification Form
  2. VPAT (Voluntary Product Accessibility Template). See “Arkansas Technology Access Clause” section in RFP preface.

A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: <http://procurement.uark.edu/_resources/documents/VPAT_Blank.pdf>

Note: All Respondents should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the bid solicitation. The System’s expectation is that the Respondent will assign to the task technical personnel who understand accessibility. If a component of a VPAT does not apply, it is up to the Respondent to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”

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

* 1. Equal Opportunity Policy Form
  2. Illegal Immigrant Contract Disclosure Form
  3. Contract and Grant Disclosure Certification Form

**15.4 Tab 2: Executive Summary.** In the Executive Summary, the Respondent should condense and highlight the contents of the proposed solution in such a way as to provide the System with a broad understanding of the offer. The maximum length of the Executive Summary shall be five pages. This section of the offer is designed to provide a clear and concise understanding of key aspects of the offer as follows:

1. Narrative of its understanding and ability to provide the solution and perform the services as outlined in this RFP, including summarizing the proposed solution;
2. Discussion of why the products and services proposed represent the best value for each of the entities participating in this solicitation;
3. Information on the experience, background, and qualifications of all of the responding firm(s); and
4. Discussion of why the firm(s) presented in the offer are best qualified to provide the products and services required herein.

**15.5 Tab 3: Qualifications and Experience.** The System is soliciting proposals from qualified firms that are in the business of providing products and services as listed in this RFP. The proposal shall include, at a minimum, the following information.

**PRIMARY SOFTWARE PROVIDER**

1. The Primary Software Provider (PSP) must include a detailed narrative description of its organization. The narrative must include the following:
2. Brief overview of business operations, with an emphasis on ERP-related operations in higher education;
3. PSP’s ERP experience in higher education, with an emphasis on public higher education institutions and university systems;
4. Research and development budget;
5. Date established;
6. Company legal name and legal form of ownership;
7. Location in which the PSP is incorporated;
8. Full disclosure of any proposed off-site activity and the locations involved;
9. Full disclosure of any potential conflict of interest;
10. A statement of whether, in the last ten (10) years, the PSP has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
11. A statement of whether there are any pending Securities Exchange Commission investigations involving the PSP, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the PSP’s performance in a Contract under this RFP;
12. A statement of whether the PSP is currently under investigation (or had previous findings in violation) of U.S. export control laws and regulations including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and all embargoes and/or other restrictions imposed by the Treasury Department’s Office of Foreign Asset Controls (OFAC);
13. A listing of all contracts or purchase orders that PSP executed or accepted within the last five (5) years and which were canceled or terminated prior to completion by any university, state agency or other entity with which PSP contracted. For each such contract or purchase order, PSP must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm’s contact person. If none, specify none;
14. A statement documenting all open or pending litigation initiated by PSP or where PSP is a defendant in a customer matter; and
15. Full disclosure of any criminal or civil offense.
16. List in table format all higher education ERP installations for the PSP that have come into production within the last four years. Include in the table all higher education ERP installations that are in progress (contracted but not in production) as of the proposal due date. If desired, the PSP may also include public sector or commercial customers who are similar in size and complexity to the System. Include columns for:
17. Organization name;
18. Initial production date (or target date of production);
19. Product(s) initially deployed and release/version; and
20. If upgraded since initial production, date of upgrade and current release/version.
21. Financial Statements:

Option A. Respondents who have audited financial statements are to provide the following:

Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm’s Name

Confidential – Financial Statements

Option B. Respondents who do not have audited financial statements are to provide the following:

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm’s Name

Confidential – Financial Statements

1. The PSP must provide five (5) references from organizations, other than from within the System, where the software/modules that are the subject of this solicitation are currently in production usage. To the extent possible, provide references for higher education customers of a similar size/complexity as the System.

The System, at its discretion, may contact any of the references provided by the PSP. Additionally, the System may request site visits, demonstrations and/or web presentations to evaluate the overall user experience of the PSP.

The following information should be provided for each reference:

1. Organization Name;
2. Organization Description (e.g., public/private/research);
3. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address
4. Number of Employees;
5. Student Enrollment (if applicable);
6. Project Name;
7. Project Description;
8. Project Start and End Dates;
9. ERP Software Product, Modules, and Release Number(s) Implemented; and
10. Software Production Date.

**THIRD-PARTY SOFTWARE PROVIDER**

1. All Third-Party Software Providers (TPSP) included in the proposal must provide the same information listed for the Primary Software Provider in # 1 above. In addition, the TPSP must provide:
2. The name, title, address, e-mail address, and telephone number of the individual(s) who are authorized to make representations on behalf of and legally bind the TPSP; and
3. The name, title, address, e-mail address, and telephone number of the individual that will function as the primary contact for the TPSP.
4. The TPSP must provide two (2) references from organizations, other than from within the System, where the software/modules that are the subject of this solicitation are currently in production usage. To the extent possible, provide references for higher education customers of a similar size/complexity as the System.

The following information should be provided for each reference:

1. Organization Name;
2. Organization Description (e.g., public/private/research);
3. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address
4. Number of Employees;
5. Student Enrollment (if applicable);
6. Project Name;
7. Project Description;
8. Project Start and End Dates;
9. Software Product, Modules, and Release Number(s) Implemented; and
10. Software Production Date.

**HOSTING SERVICES PROVIDER**

1. The Hosting Services Provider (HSP) must include a detailed narrative description of its organization. (NOTE: If the Hosting Services Provider is the same company as the Primary Software Provider, any identical information does not need to be repeated.) The narrative must include the following:
2. Brief overview of business operations, with an emphasis on ERP-related hosting services in higher education;
3. HSP’s ERP experience in higher education institutions. This discussion may also include public sector or commercial customers who are similar in size and complexity to the System;
4. Date established;
5. Company legal name and legal form of ownership;
6. Location in which the PSP is incorporated;
7. Office location(s) responsible for performance of proposed hosting activities;
8. Full disclosure of any proposed off-site activity and the locations involved;
9. Full disclosure of any potential conflict of interest;
10. A statement of whether, in the last 10 years, the HSP has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
11. A statement of whether there are any pending Securities Exchange Commission investigations involving the HSP, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the HSP’s performance in a Contract under this RFP;
12. A listing of all contracts or purchase orders that HSP executed or accepted within the last five (5) years and which were canceled or terminated prior to completion by any university, state agency or other entity with which HSP contracted. For each such contract or purchase order, HSP must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm’s contact person. If none, specify none;
13. A statement documenting all open or pending litigation initiated by HSP or where HSP is a defendant in a customer matter; and
14. Full disclosure of any criminal or civil offense.
15. Financial Statements:

Option A. Respondents who have audited financial statements are to provide the following:

Audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm’s Name

Confidential – Financial Statements

Option B. Respondents who do not have audited financial statements are to provide the following:

It is preferred that audited financial statements for the two (2) most recent available years be submitted. However, if not available, provide a copy of firm’s two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, please submit one (1) copy in a separate sealed envelope and mark as follows:

Firm’s Name

Confidential – Financial Statements

1. The HSP must provide three (3) references for a production system from established organizations, other than from within the System, who can attest to Respondent’s experience and ability to provide the services or products described in this proposal. To the extent possible, provide references for higher education customers of a similar size/complexity as the System.

The System, at its discretion, may contact any of the references provided by the HSP. Additionally, the System may request site visits, demonstrations and/or web presentations to evaluate the overall user experience of the HSP.

The following information should be provided for each reference:

1. Organization Name;
2. Organization Description (e.g., public/private/research);
3. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address
4. Number of Employees;
5. Student Enrollment (if applicable);
6. Description of Hosting Services Provided, including Software Product(s) and Modules Hosted; and
7. Period of Hosting Services.
   1. **Tab 4: Software Solution**. The Respondent will provide narrative responses regarding the proposed software solution, organized in accordance with the outline below.

**Proposed Business Software Applications**

1. Provide an overview of the Respondent’s comprehensive software solution, modules/ software proposed, and the integration of the modules proposed to meet the System’s requirements. This section is intended to be a high-level overview of the product(s) offered.
2. In this section, the Respondent should provide a detailed product summary chart that lists:

* Each Software Provider (please list the Primary ERP Provider first);
* The different product sets to be provided by each Software Provider;
* The modules / functions within those product sets;
* The release level of the products to be used;
* The next release / version level to be released; and
* The planned release date of the next release / version.

1. After the summary chart, the Respondent shall provide a description of all application software modules (including third-party and data analytics/reporting applications) necessary to meet the requirements specified in this RFP. For each module, the Respondent must summarize in one (1) page the key features and functions of that module, as well as the major integration points of the module, in the following format. The size of the individual response items may be adjusted as needed, as long as the total response for each module does not exceed one (1) page.

**Sample Format for One-Page Software Modules Summary**

|  |  |
| --- | --- |
| **Module Name** |  |
|  | |
| **Narrative Description of Major Functions** | |
|  | |
| **Integration Points** | |
|  | |

Following is a brief explanation of expected response for each required field:

* Module Name – Indicate the module name (e.g., General Ledger, Accounts Payable) from the proposed software solution.
* Narrative Description of Major Functions – Describe in narrative form the major business process functions addressed by the module. Describe the key features of the module and how the module addresses the pertinent business needs of the System.
* Integration Points – Describe the integration of the module with other modules in related business processes. An exhaustive listing of all integration points is not required. The intent is to provide a general understanding of relationships and dependencies between software modules.

1. Describe the features of your user interface that makes the system easy to learn and use for both novice and expert users. Include features such as help screens, navigation aids, online manuals, configurable menus, configurable hot keys, configurable tab order, search tools, using multiple windows, etc. Include a description of how the interface can be configured to System-specific business processes and rules. Include a discussion of coding reduction tools or validation rules that help to ensure quicker, more accurate data entry.
2. Describe features of the software that are designed to meet the unique needs of higher education. What functionality does the solution provide that supports the mission of a large higher education system and its member institutions?

**ERP Business Processes**

1. The System plans for each institution using the new solution to operate independently while facilitating the consolidation or sharing of some functions, services or data, such as financial reporting.
2. What capabilities are in the system to that would allow each institution to set up its own configuration and dataset, but allow the System to control or access certain aspects for sharing and consolidation?
3. What system features would support decentralization of most user security, yet reserve certain security administration settings to a System or common administrator?
4. Can the Respondent provide examples of other higher education clients who have deployed the system with similar features? If so, describe their objectives and how the system was configured to meet their needs.
5. The System plans for all entities within the scope of this RFP to share a financial chart of accounts to facilitate consolidated reporting for the System.
6. Discuss the delivered chart of accounts structure and how it is typically used to meet higher education needs.
7. Describe how the proposed system can support a flexible chart of accounts that will adapt to and accommodate the System’s current and future business needs, including the flexibility to accommodate in one structure large research-based institutions, a medical school, and smaller community colleges.
8. What features in the system would accommodate the independent operations of all entities but provide for consolidation and reporting at the System level and maintenance of a common chart of accounts?
9. What features or capabilities of your product will allow it to scale to fit the needs of smaller community colleges with minimal administrative staff and also address the needs of more complex colleges and universities, including graduate school, law school, and medical sciences?
10. Describe the solution’s capability, and any challenges involved, of having variable ways of completing a class, e.g. normal semester begin and end date, classes that span over semesters, classes that are shorter than the semester, classes held online, clinical classes that observe clock hours, self-study with no distinct end date, internships, auditing classes, and non-credit courses.
11. How are the classes taught by a single and multiple instructors rolled up into a semester to account for teaching full or partial loads? How does that information cross over into the HR system? How does the system account for non-course activity?
12. Describe the ERP solution’s support for end-to-end integration and single-entry of data from employment application through candidate processing through hiring through onboarding for benefits and compliance functions.
13. How does the ERP solution support the HR, benefits and time keeping functions for non-paid positions such as volunteers, interns, affiliated faculty, board and foundation members?

**Integrated Software Tools**

1. The System will avoid modification to source code software to meet its business needs and follow best business practices inherent in the software. However, the System may have business requirements that are unique to Arkansas and/or to the System or one of its institutions.

With this understanding, in this response the Respondent should describe its capabilities and approach to addressing client specific needs through configuration or other means without modifying the software source code. These could include the ability to:

* Add and/or activate additional data elements;
* Configure lists of valid values for existing and custom data elements;
* Use standard application programming interfaces (APIs) or standard entry and exit points so that external systems/code can interact with system processes;
* Create and enforce System-specific business rules (i.e., provide business rules engine) that may vary by institution; and
* Create, configure, define, and modify business process models and workflows for business transactions based on business rules that may vary by institution, including supporting alerts and notifications. The Respondent should describe any out-of-the-box workflow capabilities and explain ease of use in configuring additional workflows.

1. Does the automated workflow system delivered with the core ERP software have any capabilities to integrate with or incorporate other System software? If so, describe.
2. Describe the high-level approach to responding to changes in Federal or State regulations that would affect business processes or system functionality. How often are these types of updates released? Who is responsible for applying and testing them? How often are tax updates released for the application(s)? What is the Respondent’s policy regarding the timeliness of updates in relation to Federal and State implementation deadlines?
3. The System has affiliates outside the United States and may increase its international presence in the future. Discuss your solution’s capability to accommodate international addresses, international phone numbers, foreign currencies, exchange rates, and support for multiple language usage.
4. Describe the document management/imaging capabilities that are built in or delivered as part of the base system. List the document types that may be stored, and describe the process for entry, access, management and archiving. How can the integrated imaging system fulfill an admissions applicant’s requirements for submitting materials that are not entered online? Provide a discussion of the technology that is used to manage the documents.
5. Describe which third-party document management systems are supported by the system. Describe how it is integrated into the system to provide a seamless experience to the user. Compare the features and capabilities of the built-in system with a typical third-party document management system. Provide a discussion of any technology that is required (hardware, software, middleware, utilities, etc.) for proper operation and maintenance of the system.

**Application Architecture**

1. Please describe the architecture that supports the proposed ERP. At a minimum, identify the following:

* Hardware platforms;
* Operating systems;
* Software components; and
* Database and middleware.

1. The System is concerned about system availability and performance during peak usage times, e.g. student registration. Describe Respondent’s approach to scale the application in response to spikes in demand. Can the software and hosting architecture allow 24-hour access (no scheduled downtime) during these periods?
2. Describe how performance may be impacted by heavy reporting/query/analytics use. Is there an alternative data mart/reporting engine or another solution to relieve performance pressure from the primary system?
3. Describe how performance may be impacted by row-level auditing of data changes. How can a performance impact from auditing be mitigated?

**Desktop/Browser**

1. Identify the minimum and recommended desktop configuration requirements. Catalog the web browsers (including minimum release level) that are compatible with your system.
2. Are there any third-party products or significant browser configuration changes required to run the product? Does any software proposed require a browser plug-in or any installation of code on the device?

**Self-Service/Mobile Capabilities**

1. Please describe the overall approach to self-service functionality embedded in the proposed ERP.
2. Describe Respondent’s strategy and software compatibility with mobile devices, including iOS, Android, Windows Phone or other platforms such as kiosks, scanners or hand-held terminals. Describe which mobile operating systems are supported with native apps, and if a mobile/responsive version of the application exists.
3. Describe common functions or applications that can be accessed on these platforms in the delivered solution, including common use cases for the alternative platforms, as well as a high-level overview of what features/functions *cannot* be accessed via a native app or a mobile version of the application.

**Technology Support Products**

1. The Respondent shall describe all of the technology support products (including third-party products) required to operate, control, manage, configure, enhance, upgrade, report on, and integrate the proposed solution and meet the System requirements as specified in this RFP.
2. In addition, the Respondent should provide a product summary chart that lists:

* Each technology product provider;
* The different technology products to be provided by each Technology Product Provider;
* The release level of the products to be used;
* The next release / version level to be released; and
* The planned release date of the next release / version.

1. Additionally, the Respondent should provide descriptions of the following technology enablers and support products as applicable:

* Ad hoc reporting tools;
* Business intelligence tools;
* Tools for views/screens/custom forms/custom dashboards;
* Upgrade assistance tools;
* Enterprise application interface (EAI) tools;
* Extract, transform, and load (ETL) and data migration tools;
* Production tools (e.g., schedulers);
* Application testing tools;
* Configuration and software change management tools;
* Performance monitoring tools; and
* Document management capabilities.

**Security**

1. Respondent should describe the security approach within the ERP. The system shall provide application controls to prevent unauthorized use of the system, maintain system process controls, and log all transactions. In addition, the system shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate. Where applicable, the response for this section should indicate any capabilities or differences for a university system with many member institutions. This description should address, but is not limited to:

* Single sign-on and ability to integrate with identity management solutions (identify identity management solutions previously integrated, and provide recommendation, if any);
* Data encryption both in transit and at rest (indicate if there is additional cost for encryption of data at rest);
* Any support for third-party data encryption;
* Built-in multi-factor identification capability and/or support for third-party multi-factor authentication;
* Configurability of security;
* Role-based authorizations, including any workflow to automate security provisioning;
* Database access;
* Data privacy;
* Handling classified or confidential data; and
* Preservation and auditability of data and changes.

1. Describe how the system security will limit users to view and update information for only their assigned institution while allowing the System personnel to seamlessly consolidate financial information from all institutions. Describe any capability to leverage a user’s identity across the System.
2. How do security definitions apply to report writers, particularly proposed third-party reporting/business intelligence software?
3. Describe how security roles are added/removed when changes occur (e.g., user changes department). Describe any automation capabilities to streamline the addition or removal of security role when personnel changes occur.
4. Does the solution provide any delivered capability to redact or mask sensitive information in the training environment (e.g., social security number) that was copied from production?
5. Describe how the proposed system will provide a detailed audit trail to allow the authorized user to trace the history of all changes in user data or in system configuration. How does the system facilitate the audit of security accounts, roles and access?
6. Are there any system functions that are available within the network that are not available to users outside the network? Can the system support higher-security access from outside the network, such as VPN? Is two-factor authentication supported?
7. Describe capabilities to alert administrators of unusual or suspicious changes to data.
8. Describe the tools, processes or capabilities in the system for archiving data. What do you recommend for an archiving policy for your system? What features or capabilities are delivered with the system to support the storage and retrieval of archived data? Is archived data discoverable during search? How is data validity and integrity assured?
9. Describe any capabilities for records retention in the event of a legal hold or litigation.

**System Integration**

1. Describe how functionality is integrated across the proposed solution, ensuring single data entry points and consistent, non-duplicated information across all functional modules, as well as how data integrity is ensured. Describe any delivered communication services that guarantee message delivery and handles queuing and encryption for various types of communication (e.g., publish and subscribe, request/reply). Identify any data integration hubs or brokers that are proprietary.
2. Describe any prepackaged/supported integrations/interfaces.
3. Do any integrations need to be developed between any system functions or between the system and the data analytics/reporting tool? Include in your discussion any previous experience in integrating your solution with university systems that are noted in RFP Appendix 1, *About the University of Arkansas System*.
4. Are any batch or non-real-time processes required for communications between software modules?
5. Respondent should describe its comprehensive approach to allowing the System to interface or exchange data between the proposed software solution and other software systems. The description should include, but not be limited to:

* The technologies used (e.g., SOAP, REST, XML files, JSON, Text files, CSV files);
* Description of both the inbound and outbound approaches;
* A catalog or list of APIs available for System use;
* Sample detail documentation from each type of API, including any limitations on the number of records that can be accessed by the API; and
* Any limitations or governors placed on web services based interfaces.

1. Discuss your integration with office productivity software, such as Microsoft Office or other e-mail clients. What protocols or standards are supported?

**Data Management Capabilities**

1. Describe any data management capabilities, including any proposed data cleansing and data conversion tools. What does the system provide to ensure integrity of converted data, such as enforcement of field rules or business rules, or application of data edits? Describe the tools/accelerators available to support the conversion of data from our legacy systems to the proposed ERP. Are these tools provided with the proposed ERP or from third parties?

**Accessibility**

1. Discuss your solution's compliance with promulgated accessibility standards. Describe the features and capabilities of your system that provides for accessibility, and a discussion of the technology behind these features.

**Data Analytics and Reporting**

1. The Respondent should propose an analytics/reporting strategy for the proposed ERP, including:

* Data analytics and reporting capabilities inherent in the ERP system, and additional data analytics/reporting tools that may help the System further its analytics/reporting strategy;
* How data from the ERP can be incorporated and merged with data in any existing System Data Warehouses, including what tools would be used or required to accomplish this;
* How the System would obtain and refresh data from the ERP system on a real-time or near real-time basis. Additionally, Respondent should describe any capabilities to narrow the data being transferred to only those rows that recently changed; and
* Any limitations or governors in place to limit web services calls, if applicable.

**Key Differentiators**

1. Describe the features and functions of the proposed ERP that you believe are unique to your offering and differentiate your solution.

**Optional Products/Services**

1. In addition to the requirements and other specifications in this RFP, the System is willing to consider any alternative or innovative products, services or approaches from the Respondent that would result in improved outcomes, better functionality, lower cost and/or lower risk to the System. These might include alternative implementation timelines or deployment approaches, different products or approaches to the integration of ERP data with other systems, alternate approaches for System access to legacy ERP data, or any other aspect where the Respondent could offer value to the System. The System invites the Respondent to present concisely these suggested changes here. Any product or service presented in response to this section must be an optional added-value component, and not required to meet a requirement or specification from this solicitation. The System may or may not consider any proposed alternatives. The costs associated with any of these alternatives may be presented on Cost Schedule 6, Optional Costs.
   1. **Tab 5: Software Vendor Support**. The Respondent will provide responses regarding the proposed support procedures and policies for the proposed software, organized in accordance with the outline below.

**Software Licensing**

1. Respondent should include a copy of each proposed Software License and Annual Maintenance Agreement or SaaS Subscription Agreement for all proposed software, including third-party software.
2. Respondent should provide an explanation of the software licensing or subscription fee basis upon which costs have been calculated (e.g., number of employees, full-time enrollment, System budget).

**Software Maintenance and Customer Support Services**

1. Respondent should describe the proposed maintenance and support plan, including general service-level commitments offered under this support agreement. Maintenance and support information should outline the following:

* Comprehensive customer support strategy;
* Definition of the level of proposed support. If alternative maintenance and support plan levels exist (e.g., platinum, gold, silver), provide a description of each alternative plan available to the System;
* Telephone support (e.g., toll-free support hotline, hours of operation, availability of 24 x 7 hotline);
* Online support (e.g., “Web chat”, ability to submit and check status of issues, remote dial-in, Web site access to patches, fixes and knowledge base);
* Offshore support, if any, that would be used to support the System;
* Problem reporting, resolution and escalation procedures (e.g., severity levels and response time);
* Process for requesting a new single point of contact, if the System desires such;
* Procedures for bug fixes, patches and enhancements; and
* Any recent independent assessments of customer support.

1. What involvement or contribution can the System expect from the Primary ERP Software Provider during the implementation projects?

**Software Updates and Upgrades**

The Respondent should keep all software (operating system, business applications, support products) current under both the SaaS and PaaS operational models.

1. Respondent should describe its upgrade strategy for the proposed software, an overview of its upgrade strategy, what support capabilities and tools are provided to facilitate the upgrade process, and the number of software versions that are currently supported.
2. The Respondent should also explain how its upgrade process affects user-defined fields, user-defined tables, and other configuration items. Is there any assurance that updates will not break existing configurations and/or supported interfaces?
3. If third-party applications are proposed, describe the impacts if either the ERP software or the third-party application is upgraded, and support responsibilities for each software product. How soon after release of a new third-party update will it be integrated into the overall solution?
4. What is the typical new functionality release schedule? Does this include the core system and native mobile apps?
5. Describe the release process for new functionality. How are they tested? How are these managed and migrated to production? Are clients forced to take updates and, if so, how often?
6. Describe the process for bug fixes. Is there SLA commitment for how quickly bugs will be identified and resolved, or a workaround implemented?

**System Documentation**

1. Describe the application documentation that is delivered with the system. Catalog any business process documentation that is delivered, such as flow diagrams or narratives. Provide representative examples.
2. Describe the system/technical documentation that is delivered with the system. Provide representative examples.

**User Community**

1. Respondent should describe how customers are able to participate in and influence product direction and enhancements. Can the System have its own request queue for granting and implementing enhancements?
2. What user groups are available to the System? How often do they meet and how are they structured? Does the software provider or the user group manage the agenda and contents of the meetings?

**Strategic Direction**

1. Respondent should describe its future vision and product direction by addressing the following topics at a minimum:

* Product feature and component development roadmap, including mobile device support and analytics support;
* Future technology direction and unique or differentiating technology approach;
* Development methodology and the extent to which it is customer driven;
* Commitment to higher education and future plans regarding functionality for higher education; and
* Strategic product plans for higher education.
  1. **Tab 6: Hosting Services**. The Respondent will provide responses regarding the proposed software hosting solution, organized in accordance with the outline below.

1. Respondent should submit a Sample Statement of Work (SOW)/Service Level Agreement (SLA) to support the hosting (SaaS or PaaS) model being proposed. This Sample SOW/SLA will provide a starting point for drafting the final SOW/SLA that will be included in the agreement with the Respondent as part of contract execution. The Sample SOW/SLA should include a description of the roles and responsibilities for each of the services requested in this RFP and descriptions of all deliverables to be provided. The System expects disaster recovery to be specified in the SOW/SLA. Additionally, the Sample SOW/SLA should include a description of a sample service-level and penalty structure for potential inclusion in the final SOW/SLA.
2. The Respondent should describe in detail how each of the services listed in Section 14.3, Services Scope, will be addressed. As part of the response, describe your Tier 3 data center.
3. Provide a technical overview that outlines the data center(s) architecture provided as part of the proposed PaaS/SaaS offering.
4. Where are the data centers (primary and secondary) located that would be used by the System? How long have you been hosting software for clients in these data centers? Can a tertiary data center be provided, if needed, for the medical school?
5. How is application and hardware redundancy accounted for in the architecture?
6. How is performance accounted for in the architecture? How is the architecture sized to accommodate the System’s projected usage profile? How is capacity calculated, and what happens when additional resources are needed?
7. How many non-production instances (e.g., test or sandbox) and which ones are included in your standard subscription/offering? Is there a limit to the number of non-production environments? How quickly can a new environment be provisioned? How often are non-production environments refreshed? Can each environment be on its own refresh schedule?
8. The Respondent should describe a proposed timeline and approach for establishing and maintaining the pre-production and production hosting infrastructure.
9. Describe scheduled maintenance windows required for the maintenance of the software. Describe how these maintenance windows relate to availability SLAs. How would the System be notified if non-scheduled maintenance needs to occur?
10. Describe Respondent’s backup methodology and approach. What are the System’s options if there is a need to restore data from the previous day, week or month?
11. Describe Respondent’s backup, restore, and disaster recovery procedures. Include standard Recovery Point Objective (RPO) and Recovery Time Objective (RTO) metrics. In the event of a major incident, such as a disaster, how is order and precedence of restoration determined?
12. Describe all relevant certifications and attestations for hosting services, including: SSAE 16 Type II, ISO 27001, Cloud Security Alliance STAR Registry, etc., as well as your ongoing commitment to maintain these standards. Include a copy of your latest SSAE 16 Type II report if available.
13. Describe all relevant compliance related standards for hosting services, including: PCI, FERPA, HIPAA, etc., and your ongoing to commitment to maintain these standards.
14. Describe the capability of the System to perform independent security testing of the hosting services.
15. Describe any opportunities for the System to have a dedicated network connection (e.g., T1) or private network tunnel from the ARE-ON network into the Respondent’s data center in order to improve security and reduce latency. Describe any innovative methods to leverage firewalls/front-end solutions to create private tunnels for security.
    1. **System Requirements.**  This section requires an online response and a submission of an electronic copy of the completed requirements Excel file downloaded from DecisionDirector. No hardcopy response is required. See instructions below.
16. **Instructions for Establishing the Online Response Environment**

To assist the System in collecting, managing and analyzing Respondent responses to each of the System’s requirements, the System contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD), a secure, Web-based team collaboration system ([www.decisiondirector.com](https://www.decisiondirector.com)). Respondents shall utilize DD to complete and respond to the System's requirements. There are no hardcopy submission requirements for the System Requirements so Respondents need to ensure they clearly understand how to properly address all submission requirements in DecisionDirector.

*Obtaining Access to DD*

The following steps should be completed by each Respondent to establish a secure online response environment within DD:

1. Contact Advantiv via e-mail at [support@advantiv.com](mailto:support@advantiv.com?subject=DecisionDirector%20Access%20to%20UA%20System%20RFP) to request access to the System’s requirements in DD. Following the request, a DD environment for that particular Respondent will be created. The person who requests DD access will be considered the Respondent “primary contact.” Advantiv will respond within one business day of the original request for environments with an e-mail back to the primary contact. This e-mail will confirm that the environment has been created and will include instructions for next steps, including participating in a DD orientation session.
2. Schedule a DD orientation session with Advantiv. This session will cover the following topics:
3. Gaining access to the System requirements in DD
4. Creating a response team
5. Navigating and responding to requirements
6. Submitting the response
7. Generating an Excel export of the response
8. Access the on-line DD knowledge base and support request facility

*Using the Advantiv System*

DD is used to collect responses to the detailed system requirements that have been developed by the System in support of this RFP. Following is a summary of the DD response submission processes. This summary is provided to give you an idea what to expect when using this platform. More detailed instructions for its use will be provided by Advantiv. Full on-line help and tutorials for the requirement response process in DD are available on-line at [help.decisiondirector.com/help](https://help.decisiondirector.com/help).

*Submitting Responses in DD*

As mentioned above, DD is utilized to submit responses to the detailed system requirements that support this procurement effort. The general process for getting started and using the system is as follows:

* Respondents will log into [www.decisiondirector.com](https://www.decisiondirector.com).
* Respondents will click the Collaborate link associated for the System’s requirements.
* Respondents will be able to access each individual response item using a “Navigation Tree”.
* Each requirement will require a two-point response, called “Support” and “Source” respectively. For each of these response values, a drop-down menu with distinct values of possible choices will be provided. A discussion of Support and Source values is presented below.
* In addition, Respondents will be able to support their response with a narrative response. DD provides a rich text editor for each requirement for this purpose.
* No attachments are required.
* All responses must be saved using the “Save” button found at the bottom of each requirement response window in order to properly submit the response.
* Responses must be submitted prior to the deadline. There is a facility in DD for doing so. Responses must be 100% complete in order to be eligible for submission in DD. The response environment will auto-close at the published deadline for this RFP. Incomplete responses are NOT eligible for submission.

Requirements for this RFP have been uploaded into DD and responses to these requirements will be collected and processed via DD. Respondents must respond to the requirements via DD and additionally provide, as part of their Technical Proposal submission, a separate electronic copy in Excel format of their DD responses as Proposal Appendices (see submission instructions for separate media in Section 10.4) along with a statement certifying that copies submitted with the proposal match their online responses in DD.

Advantiv will be available to provide technical support regarding the use of the DD system. To contact Advantiv support, please e-mail [support@advantiv.com](mailto:support@advantiv.com) or call (866) 966-2911 ext. 103. **ALL OTHER INQUIRIES RELATED TO THE SOLICITATION MUST BE DIRECTED TO THE OFFICIAL UNIVERSITY POINT OF CONTACT PROVIDED IN SECTION 9.1.**

1. **Responding to System Requirements.**

The System has developed Functional Requirements, provided for reference only as RFP Appendix 3, *System Requirements*. The Respondent must respond to the Functional Requirements specifically as described in this section. Two primary columns (or fields) will be used by the Respondent to respond to each Functional Requirement: "Support" and "Source." A response is required in both columns to be considered responsive to each Functional Requirement. The response options for each field are provided and described below.

**SUPPORT** – The “Support” selection identifies whether support for the requirement can be met through proposed standard software. The Respondent response options are defined in the following table:

**Respondent Functional Response Definitions – Support**

| **Support Responses** | **Support Response Definition** |
| --- | --- |
| **SF**  **Standard (Configurable) Functionality** | The software provides the requested functionality without screen, code, or design changes. The product can satisfy the specification “out-of-the-box” without any modification to the standard baseline software offering. The software may require configuration using supplied configuration options or tools. The Respondent should only use “SF” if the **baseline software as delivered in the current release meets the requirement “as-is” or through software configuration with minimal effort**.  In the case of a report, query, or interface related requirement, the Respondent should only use “SF” if there is no development effort associated with meeting the requirement (e.g., a standard delivered report). |
| **DT**  **Development Tools** | The desired feature or functionality is not available as part of the standard (base or third-party system) delivered software functionality but **can be made to the standard software utilizing the delivered “Development Toolset” to satisfy the specified requirement**, and does not require modifications to the system source code. Examples of customizations done using delivered tools might include changing a field length, creating a query, creating an interface/integration, writing a custom report or modifying a view or screen.  A brief explanation is required to support any proposed customization; explanations should be provided in the “Comments” section of the requirements response. |
| **FR**  **Provided in Future Release** | A future release of the software will provide the requested functionality without screen, code, or design changes. The Respondent should only use “FR” if the **future release of the base or third-party software will fully meet the requirement** and the release date has been published by the software vendor.  A brief identifier/description of the referenced release and the expected release date should be included in the “Comments” section of the requirements response. |
| **DNM**  **Does Not Meet Requirement** | The desired feature or functionality is not available as part of the standard (base or third-party) software functionality, or requires modifications to the system source code, or is a future release item without a scheduled release date. Without modifying the system, the requirement would most likely be met by a process workaround or by interfacing to an existing legacy application.  If selecting this option, the Respondent should add a comment in the requirements response proposing a workaround or other method/process that would satisfy this requirement for the System. |

**SOURCE** – The “Source” selection identifies “what” satisfies the requirement, e.g. the Respondent’s software, third party software, or user or DBA/DBMS/developer tools.

The Source options are listed in the table below.

| **Valid Values** | **Source Response Definition** |
| --- | --- |
| **Base System** | The **Base System** category encompasses the core ERP applications (and their fundamental technologies) that:   1. are owned by the vendor and 2. are fully and directly supported by the vendor and 3. whose product enhancements are fully determined by the vendor.   For most vendors, this means those software applications that they have developed or acquired, and which constitute the core of their overall market offering. |
| **3rd Party App - Integrated** | The **3rd Party App - Integrated** category encompasses those applications and application modules that:   1. are not owned directly by the vendor but which are instead licensed by the vendor and tightly coupled to the vendor’s own applications and 2. are fully and directly supported by the vendor as if they were owned by the vendor and 3. whose product enhancements may be influenced but are not controlled by the vendor. |
| **3rd Party App –**  **API-Only** | The **3rd Party App - API-Only** category encompasses those third party applications and application modules that are included in the vendor’s proposal, and for which the vendor **provides and supports API’s** (or other interfaces).  The vendor does not provide support for the third party application, and has little or no influence over enhancements made to that application. |
| **3rd Party App –**  **Non-Integrated** | The **3rd Party App - Non-Integrated** category encompasses those third party applications or application modules that are included in the vendor’s proposal, but for which the vendor **does not provide interfaces**. The vendor does not provide support for the application, and does not influence enhancements.  Note: It may be possible that, for some third party apps, interfaces will not be necessary. The vendor should note this in their narrative response to the requirement. |
| **Developer/User Tool-Supported** | The **Developer Tool** category encompasses those application development and maintenance tools that the customer’s technical staff can be trained to use in order to maintain or enhance the vendor’s application.  The term **User Tools** encompasses products such as query and report writers that end users can be trained to use in order to satisfy their own needs and requirements. For some requirements, support for the requirement is built into the tool, as in the case of pre-written reports. For both developer and user tools, the selection of the tool implies some level of time, cost, and effort is required to achieve the desired capability.  The **Developer/User Tool-Supported** category refers to those user tools that are owned and supported directly by the vendor, or are not owned by the vendor but are supported directly by the vendor as if they were owned. |
| **Developer/User Tool-Not Supported** | The **User Tool-Not Supported** category refers to those developer or user tools that are not owned or supported by the vendor. |
| **DBMS/DBA Toolset** | In general, the **DMBS/DBA Toolset** category refers to those management tools that are inherent within the database technology proposed by the vendor. These are not to be considered applications because they do not perform the functions of an application, nor are they considered user or developer tools.  Although most vendors provide direct support for the database and its database management tools, we request that vendors specifically explain the support services they provide in this area. This explanation would be included in the narrative portion of the proposal. |
| **Customer-Provided** | The **Customer-Provided** category is provided to allow vendors to indicate that the customer is free to use software or tools of their own choosing, provided that the choice meets the criteria, if any, set forth by the vendor in the definition of the specific source column value. “ODBC-Compliant Report Writer” is an example. |
|

When responding to a requirement with a Source value other than Base System, Respondents should state the name of the tool, toolset, or third party software in the narrative field associated with the requirement.

**16. SUBMITTAL CONTENTS – COST PROPOSAL**

Respondent shall submit a detailed cost proposal to include all aspects of providing the scope of products and services associated with this RFP. The pricing submitted as part of the proposal shall be considered a valid offer.

The Cost Proposal must be prepared and packaged separately from the Technical Proposal. The package or envelope containing the Cost Proposal shall be prominently labeled on the outside with the RFP number, the due date and “Cost Proposal.”

The Cost Proposal shall consist of:

1. Cover sheet and table of contents for the Cost Proposal.
2. As a narrative response to this section, Respondents should document and submit all cost-related assumptions and such other information necessary for System personnel to thoroughly understand each Cost Schedule. If the cost assumption pertains to a particular line item or element on a cost schedule, the reference for the assumption should be provided.
3. Respondent shall submit a detailed cost proposal in Excel format of RFP Appendix 2, *Cost Schedules*, to include all aspects of providing the scope of products and services associated with this RFP, as described below. Include a printed copy of the spreadsheets as an original submission, and the Excel file with the electronic submission.

The Respondent must use the Excel workbook cost format presented as RFP Appendix 2 and not their own format. “TBD” (to be determined) or similar responses in the workbook cells for cost estimates are not acceptable. Failure to provide the cost information fully may lead to a determination that the proposal is non-responsive. The System requires the vendor to price its offerings broken out by institution and by major functional area (Financial Management/ Procurement, Human Capital Management/Payroll, and Student Administration). The implementation schedule for the institutions participating in this solicitation has not been determined, nor has the phasing of functionality during the implementation. The University expects the deployment will be phased over time in some fashion, and therefore presented pricing will be valid and paid at the initiation of implementation of the major functional area at an institution.

Formulas are provided in the workbook for the convenience of the Respondent. The Respondent shall be responsible for the consistency and accuracy of the formulas, sums and roll-ups contained in the workbook. Any errors are solely the responsibility of the Respondent. Additional rows and columns may be added as needed.

The remainder of this section contains specific instructions concerning how Respondents are to address and submit the various cost worksheets that are included in the Excel workbook, RFP Appendix 2, *Cost Schedules*. Cost information is to be provided in accordance with the templates provided in RFP Appendix 2, *Cost Schedules*. Total cost of ownership will be calculated based on the multi-year cost as reflected on the Summary Presentation Schedule.

***Worksheet 1 – Summary Presentation Schedule***

This schedule must reflect all costs required to acquire and host the ERP solution. The reference in the cost category indicates which supporting cost schedule worksheet should provide the additional detail to support the summary cost information presented on this schedule. Respondents must ensure the accuracy of the cost information provided in each Cost Proposal schedule, and verify the accuracy of any Excel formulas or references. Additionally, Respondents should document all cost-related assumptions in the Cost Proposal as described above.

***Worksheet 2 – SaaS Delivery Model***

The schedules on this worksheet should be completed by Respondents proposing a SaaS operating model. In the first table, Respondents should provide the proposed subscription service cost by year reflecting all SaaS Subscription Costs. In the second table, the Respondent shall take the pricing for FY2017 and break out this pricing by institution. These schedules should list the licensed software product(s) being proposed consistent with Section 14.2, Software Scope. Respondents proposing a SaaS delivery model may also propose selected software and services under a PaaS delivery model if necessary to address required functionality utilizing the PaaS Delivery Model Schedule. Additional rows may be added as necessary. Assumptions and other information necessary for System personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in the Cost Proposal.

***Worksheet 3 – PaaS Delivery Model***

This schedule should be completed by Respondents bidding a PaaS operating model. The schedule is comprised of four (4) sections. Instructions for each section are provided below. Additional rows may be added as necessary.

* *Section 1 Software Licensing Cost -* This section should list the licensed software product(s) being proposed consistent with Section 14.2, Software Scope. In addition, in Section 1a, the Respondent must break out the licensing cost by institution. A fixed price for all software to be acquired should be provided. Assumptions and otherinformation necessary for System personnel to understand thoroughly the proposed pricing should be submitted as cost assumptions in the narrative response to this section. For each license metric being proposed, a clear description must be provided as cost assumption in the narrative response to this section.
* *Section 2 Software Annual Maintenance Cost -* This section should list the software annual maintenance cost for each software product proposed consistent with Section 14.2, Software Scope. Assumptions and other information necessary for System personnel to understand thoroughly the proposed pricing should be submitted as cost assumptions in the narrative response to this section. If the software annual maintenance cost proposed in any fiscal year is for a period of less than 12 months, then the line number, software product, fiscal year, and number of months proposed for that fiscal year, annual cost and proposed cost should be disclosed as a cost assumption in the narrative response to this section.
* *Section 3 Pre-Production Hosting Cost* - This section should list pre-production hosting cost components, the basis for the costs, any initial setup costs and the monthly recurring costs consistent with Section 14.3, Services Scope. Respondents should assume that the System will be contracting for two years of pre-production hosting. Actual hosting costs will be determined when the implementation timeline has been defined. Additional assumptions and other information necessary for System personnel to understand thoroughly the proposed pricing should be submitted as a cost assumption in the narrative response to this section.
* *Section 4 Production Hosting Cost -* This section should list production hosting cost components, the basis for the costs, any initial setup costs and the monthly recurring costs consistent with Section 14.3, Services Scope. Respondents should assume that the System will be contracting for eight years of production hosting. Actual hosting costs will be determined when the implementation timeline has been defined. It is anticipated that the required disaster recovery services would be included in this section. Additional assumptions and other information necessary for System personnel to understand thoroughly the proposed pricing should be submitted as a cost assumption in the narrative response to this section.

***Worksheet 4 – Other Cost Components***

Respondents should utilize this schedule to describe and reflect any additional costs being proposed that were not reflected on Schedules 2 SaaS Delivery Model or 3 PaaS Delivery Model. Each cost component should include a description of the cost component, the basis for the cost component, and the proposed cost of the component. Assumptions and other information necessary for System personnel to thoroughly understand the proposed cost components should be submitted as cost assumptions in the narrative response to this section. Additional rows may be added as needed.

***Worksheet 5 – Payment Schedule***

Respondents bidding a PaaS operating model should provide a Payment Schedule utilizing the template format provided. This schedule should reflect the estimated timing and payment amount for all payments required to match the Grand Total, All Costs from the Schedule 1, Summary Presentation Schedule. Additional rows may be added as needed.

Respondents bidding a SaaS operating model may submit an alternate Payment Schedule reflecting their proposed frequency, payment amount, number of payments and the total for all payments that should match the Grand Total, All Costs from Schedule 1, Summary Presentation Schedule.

***Worksheet 6 – Optional Costs***

See RFP Section 15.6, # 51, *Optional Products/Services*. Proposers should utilize this schedule to describe and reflect any optional products or services presented in the proposal. These costs will not be included in the Summary Total Cost that is evaluated by the System. Any products or services presented here are considered nonessential or outside the requested scope by the System, and are not required for system operation per the requirements and Software Scope. Each cost component should include a description, the basis for each of the cost components, and the proposed cost of the component. Assumptions and information necessary for University personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in the narrative response to this section, as described in this section of the RFP, under the heading, "Optional Costs." Additional rows may be added as needed.

**17. SERVICE PERFORMANCE STANDARDS**

See RFP Section 9.49 for Act 557 requirements. This chart of Performance Standards is provided for reference only. No response is required at this time.

|  |  |  |
| --- | --- | --- |
| **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 System. |
| **Provision of Hosting Services** | Reference Section 14.3 of RFP, Services 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 System. |
| **Availability of Initial Installation of All Contracted Software** | Within 30 days of notice from University of Arkansas System | Initial agreed contract payment will be paid in full if completed by deadline;  5% of this benchmark cost shall be credited from this payment for each one week late |

APPENDICES

The following appendices are included by reference as part of this RFP. Instructions for response to these appendices, if required, is described in the body of the RFP. Otherwise, the Respondent may assume that this information is presented for informational purposes only.

RFP Appendix 1: *About the University of Arkansas System*

RFP Appendix 2: *Cost Schedules* (Excel file)

RFP Appendix 3: *System Requirements* (for reference only – response is online)