

**Request for Proposal (RFP)**

**RFP No. 609165**

**Lab Information Management System (LIMS)**

**For UofA System Division of Agriculture (UASDA)**

**PROPOSAL RELEASE DATE: July 29, 2016**

**MANDATORY PRE-PROPOSAL**

**TELE-CONFERENCE: August 8, 2016**

**1:00-3:00 PM CST**

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

**Access Code: 6701520**

**PROPOSAL DUE DATE: August 16, 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 University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

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

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

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

**1.** **DESCRIPTION, OVERVIEW AND SCOPE OF WORK**

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Executive Summary:

The UASDA (University of Arkansas System Division of Agriculture), operates two analytical laboratories located in Fayetteville and Marianna, Arkansas which provide analysis of agricultural related samples including, but not limited to, soil, manure, plant tissue, fertilizer, and prepared solutions (submitted by research faculty) from sample digestions or extractions. The primary initiative of seeking a LIMS is to facilitate the mission of the Marianna Laboratory, which is focused exclusively on routine soil analysis for the assessing soil fertility and providing nutrient management recommendations to clients. The services offered by the Fayetteville lab is currently more diverse and separate than the Marianna lab but the total number of samples analyzed annually is much smaller (30,000 vs 175,000). The desired LIMS would be used by both labs as we seek to increase the efficiency of both and the direct some of the samples submitted to the Marianna lab to the Fayetteville lab and vice versa. The process described below summarizes the function and scope associated with the Marianna lab since this is the primary focus of seeking a new LIMS.

Routine soil analysis services (nutrient availability assessment, pH, organic matter, electrical conductivity, and nitrate analyses) are requested by and provided to clients free of charge through Cooperative Extension Service (CES) offices located in each county throughout the state of Arkansas. Our clients range from individual homeowners growing a small garden to large commercial farms looking to maximize profits through updated recommendations derived from the latest agricultural research and technologies. The Marianna lab analyzes 150,000 to 200,000 soil samples annually with the majority of samples submitted during a 4- or 5-month period (October, November, January, February, and March), during which time sample turnaround time may be 2 to 4 weeks. Sample numbers submitted by a single client range from one to thousands of samples that involve processing/preparation and two to five analytical procedures. Daily processing volumes are over 2,000 samples/day during the peak months. Additional information on each laboratory’s mission, scope, and analytical procedures are available upon request.

The current information management system in place at the Marianna lab was developed in-house and is still functional, albeit dated, and very limited in regards to facilitating sample submission by clients, especially clients that submit large numbers of samples. We are exploring the technical, economic, and organizational value of an integrated and standardized system capable of unifying and optimizing the sample submission process (by client), data acquisition, storage, processing, protection, and delivery of raw data and/or processed test results and the accompanying nutrient management recommendations. The acquired LIMS is also expected to unite the two laboratories and allow them to share the mission of ‘routine soil analysis’.

The desired LIMS is expected to increase internal efficiency, reliability, be sufficiently flexible and modular in order to accommodate future expansion of services provided by each laboratory, allow for rapid sample check-in and processing, and deliver data to our customers through flexible formats and convenient methods utilizing modern and dependable technologies and practices that meet each clients needs.

The system should be robust enough to minimize downtime, provide a secure and redundant repository of data, and have a reasonable learning curve taking into account the non-IT background of its core users. The requirements of the system we seek are outlined in the following document.

1. Administrative/Contractual Requirements
   1. LIMS development, installation, testing, troubleshooting, training, and deployment to production must be done in parallel with the existing system until operational suitability is determined by our personnel in order to maintain uninterrupted continuity of services to our clients.
      1. On-site deployment, including training on sample check-in, analytical method, QA/QC, and report development shall consist of a minimum of three days matching the locale’s operating hours (8:00 am to 4:30 pm) and both parties will strive to a schedule that minimizes disruption and delays to client services yet expedites implementation.
      2. Provide the options of on-site and remote training by personnel knowledgeable in LIMS implementation and soil-test lab functions.
   2. The final LIMS must be owned by the UASDA and its continuing operation shall not be dependent on an ongoing subscription model other than operational costs and system development/expansion requests originated by the UASDA.
      1. Total annual cost for all reoccurring operational elements, including – but not limited to - data storage and backup, hosting services, bandwidth, maintenance not covered by warranties, etc. shall not exceed US $10,000.00.
      2. Support fees beyond year 1 setup and configuration should be less than 10% of initial cost.
      3. Training in the deployment, operation, customization, and troubleshooting of the LIMS as well as related manuals, documentation, and tools shall be included in the final purchase cost of the system.
      4. The license fee should be a one-time expense.
   3. Should the UASDA, at any time, determine that data management must be handled in-house or in a different environment, the LIMS must be able to be changed accordingly and be compatible with commonly available industry standards for data storage, security, backup, and retrieval.
   4. The LIMS must retain full functionality should the system provider/developer’s business model change through merger, acquisition, insolvency, etc. into a format that is – at UASDA’s discretion- incompatible with UASDA’s regulations and/or policies in effect at such time.
   5. Should the system provider/developer discontinue business operations related to the LIMS and no viable alternative for data management, system maintenance and/or updates is provided, the UASDA shall be given all the necessary resources, tools, and information to allow us to either carry on maintenance and development in-house or through outsourcing.
   6. Allowing for limitations regarding intellectual property patents and trade secrets, the UASDA and CES IT departments shall be provided with the tools, information, and resources necessary to be able to perform emergency and regular maintenance servicing to the LIMS.
   7. The LIMS post-deployment support shall encompass continuing user assistance and training as well as technical troubleshooting of the system.
      1. Support shall be available, at minimum, during standard business hours, with a sub 1 hour accelerated response option for critical emergencies.
      2. Whenever possible, system-wide maintenance should cause minimal – if any - disruption of ongoing activities and be coordinated with lab and IT personnel.
      3. The LIMS should be capable of remote support technologies for support, diagnostics and training.
      4. Fee for non-support work should be less than $800 per day and custom programming fee should be less than $1,200 per day.
2. Networking
   1. **Infrastructure**
      1. Due to network infrastructure restrictions and issues, the way the LIMS acquires, processes and delivers data is a key consideration. Uninterrupted sample processing at the labs is a fundamental requirement.
      2. The main lab location is located in Marianna, AR and the other in Fayetteville, AR and a data center available in Little Rock for web/front end/data hosting and backup.
      3. Lab locations may lose internet connectivity at any time and for indeterminate lengths of time.
      4. The Fayetteville lab may have restrictions as to what network ports and protocols are allowed through the firewall.
      5. Neither location can host a public web server.
      6. The Little Rock Data Center can provide web hosting in either a Microsoft (preferred) or Linux environment.
      7. The Marianna location has a gigabit LAN and (currently) a 1.5mbp/s T1 WAN connection. This will be upgraded to a 20 mbps fiber connection.
      8. The Fayetteville location has a 100Mb/s LAN and a gigabit WAN.
   2. **Operational Notes**  
      Assuming the following four-tiered organizational model:
      1. **Lab Client Computer (1)**
         1. The workstations or devices where data is either manually entered or automatically acquired.
         2. May or may not do complete or partial data processing.
         3. Requires a method of protecting the data and workflow against hardware failures (e.g. halfway through a client’s samples, the workstation processor or hard drive fails. The data already entered cannot be lost and must be available for another workstation to continue the work).
      2. **Data Storage & Processing (2)**
         1. The workstation or server where data is stored, analyzed, and reports created.
         2. May perform all or some of the data processing, storage, reporting.
         3. Can be the backend to the web frontend.
         4. Requires a method of remote backup (off-site to another server) and recovery.
      3. **Web Front & End User Client interface (3)**
         1. Fully compatible and tested with Internet Explorer, Firefox, and Google Chrome.
         2. Preferred Microsoft architecture and coding languages.
         3. Requires a method for remote backup (off-site to another server) and recovery.
      4. **Off-Site Backup & Recovery (4)**

All data must have a method to be backed up and recovered from a remote location.

Another data center will be available.

Off-site location may or may not be an operational failover.

1. Lab Equipment, Testing & Data Types
   1. **Miscellaneous**

3.1.1All workstations, either for data entry or connected to laboratory equipment, use a PC architecture with Microsoft Windows 7 or 10 (preferred) 64-bit operating systems.

* + 1. All soil samples are tested for selected nutrients (Mehlich-3) and pH. Other tests are “ancillary” and may or may not incur a fee when requested.
    2. Where there are multiple laboratory instruments performing the same test, the specific device/sample combination needs to be tracked.
  1. **Marianna Laboratory**   
     This is the flagship lab which processes and coordinates the vast majority of testing – all instruments must be configured to communicate with LIMS.
     1. 5 Spectro Inductively Coupled Plasma Spectrophotometers (ICAP).  
        Analyzes Mehlich-3 soil extract for selected nutrients.

The ICAP first generates a raw TDV (tab-delimited) file with an “.ade” extension.

* + 1. 2 pH robots

Produce a final TDV “.dat” file.

* + 1. SOM-LOI  
       Tests for soil organic matter content.  
       The equipment generates 2 TDV files with extensions “.DRY” and ”.ASH” (An in-house program currently processes information in these 2 files and creates a third TDV file with extension “.LOI”)
    2. Nitrate Analyzer  
       Produces a TDV “.dat” file.
    3. 21 networked workstations + 1 DOS + 1 Virtual Machine.
    4. Future Considerations:  
       2 pH/EC/NO3-N robots may be added in the future   
       There is no concrete information but these instruments are expected to operate in the same manner as the ICAPs described above
  1. **Fayetteville Laboratory –the ICAP and pH meter need to be included in configuration of current bid, the other instruments can be included but are not required (optional)**
     1. 2 Spectro Inductively Coupled Plasma Spectrophotometers (ICAP). TDV “.ade” file
     2. 2 Elementar Carbon/Nitrogen instruments. CSV “.prn” file.
     3. Auto Analyzer. – CSV “.prn” file.
     4. Handheld pH Meter. – Manual recording of readings.
     5. Handheld E/C (Electric Conductivity) Meter. – Manual recording of readings.
     6. Soil Organic Matter. – Manual recording of readings.
     7. Bran-Luebe Auto-analyzer. – Manual readings.
     8. 2 networked workstations + 3 stand-alone.

1. Security
   1. Internal
      1. Data hosting location and provider must be fully disclosed prior to final sale or at any time it is changed. Data storage and location options may be restricted.
      2. Raw and processed data and user information must be access-controlled.
      3. System change requests can only be initiated by approved UASDA personnel.
   2. **Clients**
      1. All client access to data and reports should be password protected and limited to their accounts.
      2. Clients should be able to manage their credentials and personal information.
      3. The user portal should provide a password-recovery method.
      4. Allows for multiple people (co-clients) to have access to submitted samples (e.g., consultant who collects and submits sample, farmer who owns farm, county Extension agent, and/or precision agriculture specialist).
2. Submission Process
   1. Provide a portal that allows clients or CES to create and/or manage accounts.
   2. Have options for up to 100 different analytical methods for tracking and billing up to 500 unique crop codes.
   3. Provide clients the necessary instructions/forms/method required to either manually enter sample information or upload a data file (e.g. Excel spreadsheet) that contains a large (>7) number of unique samples.
   4. Data points: Client information, unique sample identification numbers, latitude and longitude coordinates, select crop codes, desired analyses, desired report format, shipping method, and estimated date of arrival.
   5. A method of providing or creating any materials needed for sample preparation (i.e., labels, barcodes, QR codes, etc.).
   6. A method of scheduling and alerting the lab of incoming sample submission details.
3. Analysis Process
   1. Six or more levels for each of 12 soil-test results (pH, P, K, S, Zn, etc.).
   2. Fertilizer rate recommendations for each crop code and associated soil-test level.
   3. Specific custom notes of explanation or caution associated with certain recommendations.
   4. Must allow for multiple (minimum of 4) variations of hard-copy results with fertilizer recommendations.
   5. The web portal should allow clients to see status of a sample submission.
4. Reporting Process
   1. Either the labs, CES offices, or clients should be able to generate electronic or hard-copy reports utilizing common file formats (i.e. .PDF, Excel, CSV, TDV, .txt, e-mail, etc.). The file formats available must be flexible to adapt to changes in computer technology and industry practices.
   2. Reports for each analysis method should be configurable.
   3. Routine soil-test reports must show analytical results and recommendations for up to 3 crops and allow for results to automatically trigger the creation of management statements/notes.
   4. The report must be configurable and allow for manipulation by client (e.g., change crop code after analysis is complete).
   5. Reports selected by the client at time of sample submission should be automatically generated when analysis is complete.
   6. The report must allow for simple graphics to aid in client interpretation of results (e.g., scale of what is considered low to high).
   7. Ease of creating queries and reports cross-referencing data such as summation of weekly, monthly, or annual analyses by procedure or sample type.
   8. Clients should have access to historical information such as (date) results were accessed or downloaded, what reports created, etc.
   9. Clients should be able to obtain current reports on current and past year’s sample submissions with the number of years of prior reports available to clients determined by laboratory policy.
   10. At a minimum analytical data and reports for current and past year should be available ad-hoc online at all times.
5. Billing Process
   1. A method of invoicing clients either at sample submission stage or during processing.
   2. Invoicing detail to individual analysis/process level.
   3. Ability to track outstanding and paid billing.
   4. Ability to create billing reports based on client, date, and service provided.
6. Miscellaneous
   1. All reports, websites, documentation, forms, etc. should –where applicable- display UASDA logos and design elements approved by the UASDA department of communications.
   2. Installation and licensing should be flexible as to allow for the easy replacement of workstations and/or system re-imaging due to hardware/software problems, as well as workforce expansion.
   3. Archival data past the current and previous year should be kept, but data sets must be securely stripped of all client-identifiable information.
   4. LIMS must logical, intuitive and easy to learn while being expandable to accommodate new instruments and analyses that may be offered in future years.
   5. Must accommodate a minimum of 10 concurrent users - user number cannot include instruments or clients logged into system (via portal) to submit sample information or retrieve results.

**2. COSTS**

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

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

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

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

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

purposes of accurate evaluation. Pricing must be valid for 90 days following the bid response due

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

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

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

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

**3. VENDOR REFERENCES**

The University requires assurance that the offered products function properly. The University reserves the right to request or obtain additional information. Respondents must supply, with the bid, at least three (3) reference accounts, preferably in higher education, (including persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. The University reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

**4. MANDATORY PRE-PROPOSAL MEETING**

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

**5. RESPONDENTS RESPONSIBILITY TO READ RFP**

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

**6. PROJECTED TIMETABLE OF ACTIVITIES**

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

7/29/16: RFP released to prospective respondents

8/8/16: Pre-Proposal Meeting (tele-conference)

1:00-3:00 PM CST

Dial-In #: 888-330-1716

Access Code: 6701520

8/11/16: 4:00 PM CST - Last date/time UAF will accept add’l questions

8/12/16: Last date UAF will issue an addendum

8/16/16: Proposal submission deadline 2:30 PM CST

TBD: Vendor Presentations (if necessary)

TBD: Notice of Intent to Award

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

Upon Finalized Contract: Service to Commence

**7. 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 University of Arkansas, the University reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of seventy-two (72) months. The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

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

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

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

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

**8. GENERAL INFORMATION FOR BIDDERS**

**8.1 Distributing Organization**

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

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

Whitney Smith, Procurement Coordinator

Office of Business Affairs

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

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

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

**8.2 Agency Employees and Agents**

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

**8.3 Tobacco Free Campus**

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

**8.4 Disputes**

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

**8.5 Conditions of Contract**

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

**8.6 Contract Information**

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

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

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

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

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

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

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

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

B. A party wishing to contract with UAF should:

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

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

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

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

**8.7 Reservation**

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

**8.8 Qualifications of Bidder**

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

**8.9 Default**

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

**8.10 Non Waiver of Defaults**

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

**8.11 Independent Parties**

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

**8.12 Governing Law**

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

**8.13 Proprietary Information**

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

**8.14 Disclosure**

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

**8.15 Proposal Modification**

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

**8.16 Prime Contractor Responsibility**

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

**8.17 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least 90 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 90 days or until written notice to the contrary is received from the Respondent, whichever is longer.

**8.18 Warranty**

The vendor must:

A. Define the provisions of the warranty regarding response time for service and support.

B. Outline the standard or proposed plan of action for correcting problems during the

warranty period.

C. Respondents must itemize any components, services, and labor that are excluded from

warranty.

**8.19 Errors and Omissions**

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

**8.20 Award Responsibility**

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

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

**8.21 Confidentiality and Publicity**

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

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

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

**8.22 Respondent Presentations**

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

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

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

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

opportunity.

**8.23 Excused Performance**

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

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

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

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

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

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

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

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

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

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

(6) months.

**8.24 Funding Out Clause**

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

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

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

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

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

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

**8.25 Indicia**

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

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

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

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

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

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

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

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

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

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

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

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

**8.26 RFP Interpretation**

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

**8.27 Time is of the Essence**

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

**8.28 Formation of the Agreement/Contract**

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

**A.** Accept a proposal as written by issuing a written notice to the selected vendor, which refers to the Request for Proposal and accept the proposal submitted in response to it.

**B.** Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

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

NOTE: The successful bidder may be required to enter into a General Service Contract, which will require approval prior to any work conducted. Reference the following link: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf>

**9. INSTRUCTION TO BIDDERS**

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

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

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

**9.3**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.

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

**Agencies must submit one (1) signed original, one (1) signed copy, and one (1) electronic copy (i.e. flash drive) of their bid response.** 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

One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on a CD-ROM or USB Flash drive** (labeled with the respondent’s name and the Bid Number), readable by the University, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Responses 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 insuring that its response is received at the time, date, and location specified. The University of Arkansas assumes no responsibility for any response not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened**.

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

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

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

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

the deadline established by the issuing agency.

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

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

**10. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

**11. COMPANY OVERVIEW**

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

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

**12. BEST AND FINAL OFFER**

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

**13. EVALUATION AND SELECTION PROCESS**

It is the intent of the University to award an Agreement to the respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on UAF assessment of the agency’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. The University of Arkansas reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the University of Arkansas. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAF (for whatever reasons), UAF may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 90 days after the due date and time for submission of proposals. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. **Functionality, Service and Support (40 Points)**

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

* Quality and approach of functional modules
* Web-based features, system reliability and availability
* Account management and customer service capabilities
* Reports and metrics

1. **Security, Compliance and Integration (10 Points)**

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

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

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

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

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

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

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

* Company Overview
* References

1. **Cost (20 Points)**

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

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

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

a = lowest cost bid in dollars

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

c = maximum points for Cost category (20)

d = number of points allocated to bid

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

**14. SERVICE PERFORMANCE STANDARDS**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Acceptable Performance** | **Compensation / Damages** |
| Adherence to University Requirements | Reference standard terms, conditions and all articles of RFP | **Termination of Contract:** Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville. |
| Scope of Services | Reference section 1 of RFP: Description, Overview and Scope of Work | **Termination of Contract:** Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas, Fayetteville. |

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

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

1. Respondent Representative

Contact Name

Telephone

Email Address

Address

2. References of your current customer(s) as specified in **Section 3** of this RFP document:

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

c. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

APPENDIX II: official price sheet

Reference Section 2-Costs for further instruction, and the corresponding Bid Price Sheet below (or provided separately in spreadsheet format as counterpart to this RFP document, labeled as such). Please complete the price sheet as provided and submit within your proposal. Bids shall also include a price itemization of each specific service to be provided (e.g., programming, software, server, etc.). If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 90 days following the bid response due date and time.**

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

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

**Note:** Bids shall include a price itemization of each specific service to be provided (e.g., programming, software, server, etc.)