

**Request for Proposal (RFP)**

**RFP No. 102022**

**Online Prevention & Compliance Training**

 **RFP RELEASE DATE: Thursday, October 20, 2022**

 **VOLUNTARY PRE-PROPOSAL MEETING: Tuesday, November 1, 2022, 11:00 AM CST**

 **PROPOSAL DUE DATE: Tuesday, November 29, 2022\***

 **PROPOSAL DUE TIME: 5:00 PM CST\***

 **PROPOSAL OPENING EVENT: Wednesday, November 30, 2022, 10:00 AM CST**

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

2404 N. University Ave.

Little Rock, AR 72207

 Attn: Terry Fuquay

 Director of Administrative Services

**Signature Required For Proposal**

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.

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

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

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

**\*Under no circumstances will late proposals be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Proposals MUST arrive and be time-stamped at the University of Arkansas System, 2404 North University Avenue, Little Rock, AR 72207, prior to the time and date specified in this Request for Proposal.**

**RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR PROPOSAL TO BE ACCEPTED.**

**INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:**

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

**MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY:**

It is the policy of the State of Arkansas to support equal opportunity and economic development in every sector of the state’s economy. In accordance with the Minority and Women-Owned Business Economic Development Act, UAS supports the participation of businesses owned and controlled by minority persons and women in state-funded and state-directed public programs, and in the purchase of goods and services to meet the annual goal of fifteen percent (15%) of the total amount expended for contracts with minority and women-owned businesses.

Pursuant to Ark.Code Ann. § 19-11-229 and § 19-11-230, the State of Arkansas encourages minority and women owned businesses to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general contractors that in the event they subcontract portions of the work, consideration is given to minority and women-owned businesses.

1. **Minority-Owned Business** is defined by Ark. Code Ann. § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:
* African American
* Hispanic American
* American Indian
* Pacific Islander American
* Asian American
* A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs
1. **Women-Owned Business** is defined by Ark. Code Ann. § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.
2. **Eligibility and Certification**

The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority and women-owned businesses to increase the opportunity for minority and women-owned businesses to sell products and services to the State of Arkansas: <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>. Certification indicates a company has undergone a review process to establish that it is 51% or more owned, controlled and operated by a minority or woman as defined above. Certification is granted for two (2) years and allows participation in the procurement process as a minority or women-owned business.

If certified, the prospective Contractor’s Certification Number should be included on the Proposal/Response Signature Page.

1. **Recommended Resources**
* Doing Business with UA
* Vendor registration: <https://businessservices.uark.edu/doing-business-at-university.php>
* Doing Business with the State
* Registering a company with the Office of State Procurement as a vendor allows it to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
* Arkansas Procurement Technical Assistance Center assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.edu/business-communities/arkansas-ptac/default.aspx>

**General Background for the University of Arkansas System**

The University of Arkansas System is composed of 21 campuses, divisions and units across Arkansas and includes the state’s 1871 flagship, land-grant research university at Fayetteville; UAMS, Arkansas’s premier institution for medical education, treatment and research; a major metropolitan university; an 1890 land-grant university; two regional universities serving southern and western Arkansas; seven community colleges; two schools of law; a presidential school; a residential math and science high school; a 100 percent online university and divisions of agriculture, archeology and criminal justice. A full listing can be found at <https://www.uasys.edu/campuses-units/>.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Institution** | **Full-Time Employees** | **Part-Time Employees** | **Contract Workers** | **Students** |
| Arkansas Archeological Survey | 34 | 8 | 1 | 0 |
| ARE-ON | 7 | 0 | 0 | 0 |
| Arkansas School for Mathematics, Sciences, and the Arts | 81 | 9 | 1 | 236 |
| Cossatot Community College | 139 | 104 | 5 | 855 |
| Criminal Justice Institute | 31 | 101 | 0 | 0 |
| Division of Agriculture | 1084 | 755 | 25 | 0 |
| Phillips Community College | 170 | 118 | 0 | 673 |
| University of Arkansas at Fort Smith | 488 | 388 | 119 | 4226 |
| University of Arkansas at Little Rock | 1177 | 1439 | 445 | 7254 |
| University of Arkansas at Monticello | 379 | 353 | 0 | 2279 |
| University of Arkansas at Pine Bluff | 618 | 251 | 0 | 2482 |
| University of Arkansas Clinton School of Public Service | 21 | 5 | 0 | 90 |
| University of Arkansas Community College at Batesville | 110 | 74 | 0 | 736 |
| University of Arkansas Community College at Hope - Texarkana | 123 | 87 | 11 | 710 |
| University of Arkansas Community College at Morrilton | 158 | 64 | 12 | 1554 |
| University of Arkansas Community College Rich Mountain | 89 | 133 | 0 | 458 |
| University of Arkansas for Medical Sciences | 10585 | 1408 | 3635 | 3240 |
| University of Arkansas Pulaski Technical College | 306 | 261 | 1 | 4034 |
| University of Arkansas System Office | 111 | 10 | 13 | 0 |
| University of Arkansas, Fayetteville | 4066 | 5274 | 860 | 30925 |
| University of Arkansas-Grantham | 148 | 234 | 0 | 4427 |

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

The Board of Trustees of the University of Arkansas, acting on behalf of the campuses, units and divisions of the University of Arkansas System (“UAS” or “University”) is seeking proposals from qualified and reputable respondents, to provide a comprehensive, customizable **Online Prevention and Compliance Training** solution, (the “Solution”) to further advance the University’s commitment to fostering campus communities where diversity is valued, and learning and work experiences are the norm, pursuant to the specifications, terms and conditions stated in the RFP.

UAS is seeking training content that would seamlessly integrate with the current Workday Learning for employees and the Blackboard student learning platform for student-related content. While UAS will consider any content provider, preference will be given to respondents that are Cloud Connect for Learning partners with Workday.

UAS is seeking to award a term contract for a solution to provide engaging educational content and the best overall value to UAS. This value will be determined by UAS based on overall quality of content, compliance, format, and presentation of each RFP response and in-person presentation, as necessary. Each respondent is expected to submit a fully detailed proposal which adequately describes the advantages and benefits UAS would realize by accepting its proposal.

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

**UAS expects to achieve the following goals (at minimum) through the selected respondent Solution:**

1. Obtain a library of engaging employee and student training content that meets current prevention education and compliance training needs of UAS and any future updates resulting from changes to federal and state guidelines and/or UAS policies
2. Ensure UAS has a content Solution that is scalable and customizable to incorporate policies of the various UAS campuses
3. The content library will be delivered to UAS employees through Workday Learning requiring the following content file specifications: file type of AICC 2.x, SCORM 1.2, or SCORM 2004 (2nd-4th Edition) and maximum file size of 4MB per file
4. Allow for training opportunities aligned to UAS’s governance objectives
5. Ensure UAS campuses are provided with the necessary resources and training to recognize challenging and risky behaviors and cultivate the knowledge and skills needed to appropriately respond
6. Create a safe and respectful environment that informs and nurtures understanding inside and outside of the classroom
7. Maximize the reach and impact of training upon a large community of learners
8. Standardize the virtual compliance training across UAS which allows for greater customization, and
9. Expand and document the usage of the training modules across all campuses, units and divisions.

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

UAS is issuing the RFP to solicit proposals for a term contract for a library of Online Prevention & Compliance Training content provided by a qualified respondent(s) to assist UAS in meeting its need for training that is compliant with laws and regulations for information technology access, WCAG 2.0, data security, as well as Federal and State compliance and regulatory requirements.

UAS is also seeking a proposal that shall include, but is not limited to, the following services:

1. Implementation and Integration Services - All services needed to implement an operational instance of the Solution content, including providing the content files as well as course names and descriptions in a list format that can be imported to Workday Learning
2. Training Services - All training needed by UAS to successfully obtain the content library from the provider in a format acceptable by Workday Learning
3. Solution Maintenance, Updates and Support Services - Ongoing support and service, including online technical support 24 hours per day 7 days per week, and any needed upgrades, updates to content, fixes, data recovery assistance, and enhancements to the content installed

**3. COSTS / PRICING**

 Respondents must provide detailed/itemized retail pricing for each individual component, and/or the overall system, as listed on the Official Price Sheet provided within this RFP document (r**eference APPENDIX I Official Price Sheet).** 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 one hundred twenty (120) days following the Proposal due date and time. Upon award, all pricing and/or discounts must be firm for a period of four (4) years. UAS will not be obligated to pay any costs not identified on the Official Price Sheet. Respondents must certify that any costs not identified by respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by respondent. Failure to do so may result in rejection of the proposal.

**4. RESPONDENT REFERENCES**

Respondents must provide a minimum of three (3) references, preferably in higher education (including the organization’s name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are parties who can attest to the qualifications relevant to providing the services requested. UAS reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. **Reference APPENDIX II for Respondent Information/Reference.**

**5.** **VOLUNTARY PRE-PROPOSAL MEETING**

 A voluntary pre-proposal meeting will be held via Zoom on the date and time specified on the coversheet of this RFP document. Information on attending the meeting will be posted on HogBid prior to the meeting date and time. The purpose of this meeting will be to provide a forum for respondents to obtain clarification about the RFP prior to finalizing their proposals.

**6. RESPONDENT’S RESPONSIBILITY TO READ RFP**

 It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award. This engagement is separate from any other engagement respondent may be currently pursuing with the University. Interpretation by UAS is final.

**7. PROJECTED TIMETABLE OF ACTIVITIES**

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

 Thursday, October 20, 2022 RFP released

 Tuesday, November 1, 2022 11:00 AM CST, Voluntary Pre-Proposal Meeting, via Zoom

 **Note: Information on attending the meeting will be posted on HogBid prior**

 **to the meeting date and time**

Monday, November 7, 2022 5:00 PMCST - Last date/time UAS will accept questions

 Thursday, November 10, 2022 Last date UAS will issue an addendum

Tuesday,November 29, 2022 5:00 PM CST - Proposal submission deadline

 Wednesday, November 30, 2022 10:00 AM CST - Proposal Opening Event

**Note:** **Information on attending the proposal opening will be posted on HogBid prior to the opening date.** Attendance at the opening is not required. No award will be made. Only names of respondents, and a preliminary determination of proposal responsiveness, will be made at this time.

 Week of December 12, 2022 Respondent Presentations (if necessary)

 Week of January 16, 2022 Notice of Intent to Award

Upon Intent to Award\* Contract Negotiations Begin (upon intent to award)

 Upon Contract Approval: Service to Commence (upon final legislative approval, if applicable)

 \*UAS places a value on all elements of this RFP. After evaluation of proposals and selection of respondent(s), the UAS reserves the right to further negotiate with the selected respondent on any or all elements, and to award accordingly.

**8. CONTRACT TERM AND TERMINATION**

The term (“Term”) of any resulting Contract will begin upon the date of Contract award.  If mutually agreed upon in writing by the successful respondent(s) [hereinafter referred to as “Contractor”] and UAS, the term shall be for an initial period of four (4) years, with an option to renew at the end of the contract term for three (3) additional one-year terms, for a combined total of seven (7) years (or 84 months). UAS may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days 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 period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

* 1. If at any time the services become unsatisfactory, UAS 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 by UAS, the Contract shall be cancelled by UAS. Additionally, the Contract may be terminated, without penalty, by UAS without cause by giving thirty (30) days written notice of such termination to Contractor.
	2. Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.
	3. In no event shall such termination by UAS as provided for under this section give rise to any liability on the part of UAS, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UAS’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 Contract shall survive the termination of the Contract.

**9. GENERAL INFORMATION FOR RESPONDENTS**

**9.1 Distributing Organization**

This RFP is issued by the University of Arkansas System. The UAS Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

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

Terry Fuquay

 Director of Administrative Services

 University of Arkansas System

 Email: tfuquay@uasys.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 UAS bid solicitation website: <https://hogbid.uark.edu/>. During the time between the proposal opening and contract award(s), with the exception of respondent’s questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not a respondent. Specifically, the person named herein will initiate all contact.

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

**9.2 Agency Employees and Agents**

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UAS premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor’s employees shall conduct themselves in a professional manner and shall not use UAS facilities for any activity or operation other than the operation and performance of services as herein stated. UAS reserves the right to deny access to any individual. The following conduct is unacceptable for 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. Contractor shall require standard criminal background checks on all employees of the Contractor’s business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions are to be reported to UAS for review in advance of the performance of any on-campus duties.

**9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds and facilities, owned or operated by UAS, including all vehicles on UAS property.

**9.4 Disputes**

Contractor and UAS agree that they will attempt to resolve any disputes in good faith. Contractor and UAS agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. Respondent acknowledges, understands and agrees that any claims, demands, suits or actions for damages against UAS may only be initiated and pursued in the Arkansas State Claims Commission, if at all. Under no circumstances does UAS agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**9.5 Conditions of Contract**

Contractor 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 the Contract which in any manner affect completion of the work. Contractor shall indemnify and hold harmless UAS and its trustees, officers, employees, volunteers, students and agents 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 Contractor.

 To the extent Contractor shall have access to, store or receive student education records, 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. Contractor agrees to hold student record information in strict confidence andshall not use or disclose such information except as authorized in writing by UAS 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 or provide evidence that it was destroyed within thirty (30) days.

 When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Ark. Code Ann. § 25‐26‐201 et seq. 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. Contractor 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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 Ark. Code Ann. § 25‐26‐201 et seq. 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 non-visual 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 non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

 If the information technology product or system being offered does not completely meet these standards, the respondent must provide an explanation within the VPAT detailing the deviation from these standards.

 State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

 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 Ark. Code Ann. § 25-26-201 et seq. 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, 2019.

 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.

**9.6 Contract Information**

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

1. The State of Arkansas may not contract with another party to perform any of the following:
2. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. Indemnify or defend that party for liability or damages. Under Arkansas law, UAS may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
4. Pay all sums that become due under a contract upon default.
5. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.
6. Conduct litigation in a place other than the State of Arkansas.
7. Agree to be subject to or bound by governing law, jurisdiction or venue of any state, country or province other than the State of Arkansas.
8. Agree to any provision of a contract that violates the laws or Constitution of the State of Arkansas.

A party wishing to contract with UAS should:

1. Remove any language that 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 language that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
3. Include language that the UAS is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UAS or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their positions, must be brought before the Arkansas State Claims Commission.
4. Include language that all other terms and conditions stated in this RFP.
5. Acknowledge that a contract becomes effective when awarded by the UAS Purchasing Official.

**9.7 Reservation**

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

**9.8 Qualifications of Respondent**

UAS may make such investigations as it deems necessary to determine the ability of respondents to meet all requirements as stated within this RFP, and respondent shall furnish to UAS all such information and data for this purpose upon request. UAS reserves the right to reject any proposal if the evidence submitted by, or investigations of such respondent fails to satisfy UAS that the respondent is properly qualified to carry out the obligations of the contract.

**9.9 Non Waiver of Defaults**

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

**9.10 Independent Parties**

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

**9.11 Governing Law**

This RFP, any resulting contract and all performance thereunder, transactions and subsequent amendments between respondent(s) or Contractor(s) and UAS shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any contract with UAS. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UAS or its trustees, officials, employees and representatives. In no event shall UAS or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to respondent(s) or Contractor(s) for special, indirect, punitive or consequential damages, attorneys’ fees or costs, or any damages constituting lost profits or lost business opportunities.

**9.12 Proprietary Information**

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

 **Note of Caution**:  Respondents should not attempt to mark the entire Proposal as "proprietary" or 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. **Costs and pricing terms are not considered proprietary**.

**9.13 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of the resulting contract and UAS 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 respondent’s business, respondent must state so in writing.

1. **Respondent Conflict of Interest Form**

If respondent has an actual or perceived existing conflict of interest, respondent shall complete the *Conflict of Interest Form* and submit it with the proposal. It is the responsibility of respondent desiring to be considered for an award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UAS regarding any questions of conflict of interest shall be final.

**9.14 Proposal Modification**

Proposals submitted prior to the opening date may be modified or withdrawn only by written notice to UAS. Such notice must be received by the UAS Purchasing Official prior to the time designated for opening of the proposal. Respondent may change or withdraw the proposal at any time prior to the scheduled 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 are received prior to the scheduled 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 due date and time.

**9.15 Prime Contractor Responsibility**

Single and joint respondent proposals and multiple proposals by respondents 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 regarding the award of this RFP.

**9.16 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the proposal due date specified on the cover sheet of the RFP. Firm proposals for periods of less than this number of days may be considered non-responsive. Respondent may specify a longer period of firm price than indicated here. If no period is indicated by respondent in the proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the respondent, whichever is longer.

**9.17 Warranty**

 Respondent must:

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

 **(Reference APPENDIX III Response Template)**

**9.18 Errors and Omissions**

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

**9.19 Award Responsibility**

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

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

**9.20 Confidentiality and Publicity**

 From the date of issuance of the RFP until the opening date, respondent must not make available or discuss its proposal, or any part thereof, with any trustee, official, employee or agent of UAS. 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 the RFP becomes the property of UAS.

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

 Employees of contractor may have access to records and information about UAS processes, employees, including proprietary information, trade secrets, and intellectual property to which UAS holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UAS.

**9.21 Respondent Presentations**

UAS reserves the right, 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. Respondents are required to participate in such a request if the UAS chooses to engage such opportunity.

**9.22 Excused Performance**

Notwithstanding any other provisions in the RFP or contract,in the event that the performance of any terms or provisions of the RFP or contract 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.

**9.23 Funding Out Clause**

If, in the sole discretion of UAS, funds are not allocated to continue a contract, or any activities related herewith, in any future period, UAS will not be obligated to pay any further charges for services beyond the end of the then current period. 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 to permit UAS to terminate a contract awarded to acquire similar service from a third party.

**9.24 Indicia**

Respondents and Contractor acknowledge and agree that UAS owns the rights to its name and its other names, symbols, designs and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, 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 UAS that are adopted and used or approved for use by UAS and that each of the indicia is valid. Neither any respondent nor Contractor shall have any right to use any of the indicia, derivative or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UAS. 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 UAS or its Board of Trustees without compensation.

**9.25 RFP Interpretation**

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

**9.26 Time is of the Essence**

Respondent and UAS agree that time is of the essence in all respects concerning this RFP and contract, and performance therein.

**9.27 Formation of the Contract**

At its option, UAS may take either one of the following actions to create a contract between the UAS and the selected respondent:

1. Accept a proposal, as written, by issuing a written notice to the selected respondent, which refers to the RFP and accept the proposal submitted in response to it.
2. Enter negotiations with one or more respondents to reach a mutually satisfactory written agreement, which will be executed by all parties and be based upon this RFP, the proposal submitted by one or more respondents and any negotiations concerning these documents.

Because UAS may use alternative (A) above, each respondent shall accept the contents of the RFP which will be incorporated into any final contract documents and will include standard UAS terms and conditions.

If respondent submits standard terms and conditions with the proposal, and if any section of those terms conflicts with the laws of the State of Arkansas, state law shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of the RFP, respondent’s proposal and state law.

Notwithstanding any terms or conditions to the contrary, nothing within contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UAS, its trustees, officers, employees or agents, including, but not limited to, state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful proposer may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <https://www.transform.ar.gov/wp-content/uploads/2022/05/SRV-1-Fillable-Form-v.2.05.11.22.pdf>. Additional processing time must be allotted if subsequent contract is subject to this requirement.

**9.28 Permits/Licenses and Compliance**

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

**9.29 Web Site Accessibility**

Respondent 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 UAS.

**9.30 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, respondent hereby certifies to UAS that respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any contract not to engage in any boycott of Israel. A breach of this certification is considered a material breach of contract. In the event respondent breaches this certification, UAS may immediately terminate any contract without penalty or further obligation and exercise any rights and remedies available to it by law or equity.

**9.31** **Campus Restrictions**

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 campuses, units and divisions of UAS. Respondent further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UAS, except to the extent expressly permitted by UAS policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, 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. Respondent will fully comply with all applicable UAS policies, federal, state and local laws, ordinances, and regulations.

**9.32 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any contract with UAS is required pursuant to Ark. Code Ann. § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under the RFP and any contract with UAS. Contractor shall warrant that the equipment placed on the UAS campuses, units and divisions shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor represents and warrants that it will provide all products and services related to any contract in a manner consistent with industry standards. In addition, contractor shall respond to all production, service, maintenance and customer service and support requests in a polite and timely manner. Further, contractor recognizes that failure to perform may cause UAS financial or reputational harm, damage or require it to acquire replacement services on short notice.  Therefore, any failure to provide the agreed upon products or services to UAS or customers at the quality, times or in the manner specified, or for the duration required hereunder, shall constitute a breach of any contract between contractor and UAS subject to termination.

**9.33 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks including, but not limited to, checks for registered sex offenders for *all* individuals performing any services related to the RFP on the UAS campuses, units and divisions, whether on a paid or volunteer basis, in a manner requested by UAS and consistent with procedures established by UAS for its background checks. No person may perform any duties or services for contractor on the UAS campuses, units and divisions under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAS.

**9.34 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UAS to maintain the high standard of quality and management for the products and services outlined in the RFP and any resulting contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UAS policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UAS trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UAS’s campuses.

**9.35 No Assignment and Sublicensing**

Respondents may not assign or sublicense any contract without the prior written consent of an authorized representative of UAS as provided by UA’s Board of Trustees Policy.

**9.36** **PCI DSS Compliance**

Any third-party service provider utilized by contactor that engages in electronic commerce on behalf of UAS or other services contemplated under the RFP, or any contract with UAS, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UAS reserves the right at any time to request either proof of PCI DSS compliance or a certification from a recognized third-party security auditing firm verifying that the contractor, and/or any third-party service provider utilized by contractor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they may change over time. Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. Contactor shall not share with UAS or grant UAS access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the contractor or any third-party provider utilized by contractor related to the purchase, sale, resale, offer to resell, return, credit or reserving the rights to any services contemplated under the RFP or any contract with UAS. Contractor further acknowledges that neither it nor any third-party service provider utilized by contractor shall be granted access to UAS’s system in connection with any financial transaction under the contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UAS’s systems. Contractor will provide its Attestation of PCI Compliance and network scans to UAS on an annual basis. Contractor will give immediate notice to UAS of any actual or suspected unauthorized disclosure of, access to or other breach of CHD or SAD. Contractor will indemnify UAS for any third-party claim brought against UAS arising from a breach by contractor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UAS.

**10. INSTRUCTION TO RESPONDENTS**

**10.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on the HogBid website as counterparts to the RFP document, and any associated appendices, as well as all articles within the RFP document. UAS is not responsible for any misinterpretation or misunderstanding of these instructions on the part of respondents.

**10.2** Respondents must address each section of the RFP. A Word version of the RFP document will be posted on the HogBid website. Respondents may insert proposals into the document provided or create their own proposal document making sure to remain consistent with the numbering and chronological order as listed in the RFP. Ultimately, respondents shall “acknowledge” each section of the RFP in the proposal.

In the event that a detailed proposal is unnecessary, respondent shall state ACKNOWLEDGED as the response to indicate that respondent acknowledges, understands and fully complies with the specification. If a description is requested, please insert a detailed response. Respondent’s required proposal shall contain sufficient information and detail for UAS to further evaluate the merit of the proposal. Failure to respond in this format may result in disqualification of the proposal.

**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 the RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in the RFP **(reference APPENDIX IV Exception Template)**.

**10.4** Proposals will be publicly opened at the University of Arkansas System Office, **located at 2404 North University Ave., Little Rock, Arkansas 72207**, at the date and time listed on the coversheet of the RFP (the proposal opening event). Information on attending the proposal opening will be posted on HogBid prior to the opening date. All proposals must be submitted in a sealed envelope with the proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a proposal not properly identified.

 **Respondents must submit one (1) signed original, one (1) signed copy and two (2) soft copies of their Proposal (i.e. USB Flash drive)** labeled with the respondent’s name and the Proposal Number, readable by UAS, 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. **Proposals must be received at the following location prior to the proposal submission due date and time specified within the timeline of the RFP:**

**University of Arkansas System**

 **2404 N. University Ave.**

 **Little Rock, AR 72207**

 **Attention: Terry Fuquay**

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

 **Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to the RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UAS and shall be open to public inspection **after** a notice of intent to award is formally announced.

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

 Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above.  **Include the RFP name and number on the outside of each package and/or correspondence** **related to this RFP.** No call-in, emailed or faxed Proposals will be accepted. Respondent remains solely responsible for ensuring that its proposal is received at the time, date and location specified. UAS assumes no responsibility for any proposal 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. Proposals received after the date and time specified in this RFP will not be considered. **All Proposals received after the specified date and time will be returned unopened**.

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

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

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

* + - * 1. Failure of respondent to submit the proposal(s) and copies as required on or before the deadline established
				2. Failure of respondent to respond to a requirement for oral/written clarification, presentation or demonstration in the proposal
				3. Failure to provide bid security or performance security, if required
				4. Failure to supply references if required
				5. Failure to sign an Official Proposal Document
				6. Failure to complete the Official Price Sheet
				7. Any wording by respondent in its proposal, response to the RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement of the RFP

If the respondent submits standard terms and conditions with the proposal, and if any section of those terms conflicts 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 the conditions of this RFP, the respondent’s proposal and Arkansas State law.

**10.8** *According to Ark. Code Ann. § 4-27-1501 and OSP Rule R4:19-11-217,* A foreign corporation may not transact business in Arkansas until it obtains a certificate of authority from the Secretary of State.

**10.9** The University may make any decision or take any action that it, in its sole discretion, deems appropriate to comply with Act 1020 of 2021, the Transparency in Foreign Investment Act (Ark. Code Ann. § 6-60-1201 *et seq.*).

**11. INDEMNIFICATION AND INSURANCE**

The successful respondent or contractor shall indemnify, defend, and hold harmless the University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by contractor or contractor’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting contract, or any document delivered by contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to, illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by contractor or uses of the UAS campus, unit or division by contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP, any resulting Contract or any other activities conducted on the UAS campus (whether such activity is authorized or unauthorized by UAS; (c) any use of or damage to UAS property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting contract; (d) any act or omission of contractor or any of its officers, agents, employees, invitees or subcontractor’s employees and invitees; and (e) any violation by Contractor of any applicable state, federal or local laws.

The obligation to indemnify UAS shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages and liabilities incurred, as well as any attorneys’ fees and court costs including, but not limited to, any appellate or appellate-related proceedings. At no cost or expense to UAS, UAS’s in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting contract shall survive the expiration or termination of such RFP or resulting contract.

The successful respondent or contractor shall purchase and maintain at contractor’s expense, the following minimum insurance coverage for the period of any contract. Certificates evidencing the effective dates and amounts of such insurance shall be provided to UAS:

* Workers Compensation: As required by the State of Arkansas. Additionally, contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 for each accident, $500,000 for each disease, and $100,000 for each disease per each employee.
* 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 per occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that the policy may not be canceled except upon thirty (30) days prior written notice to UAS. Any policy shall cover any vehicle being used in the management, operation or delivery deriving from contractor’s operations on UAS’s campus. Contractor shall also be responsible for payment of workers’ compensation insurance for all contractor’s employees as required by the State of Arkansas.

Contractor shall furnish UAS with a certificate(s) of insurance effecting the required coverage. Failure to file certificates or acceptance by UAS of certificates which do not indicate the specifed required coverages shall in no way relieve contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UAS, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in the proposal.

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

**12. CONTRACTOR OVERVIEW**

The Contractor shall provide a general overview of its business 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

 **(Reference section 14.4 for response format)**

**13.** **BEST AND FINAL OFFER**

UAS reserves the right to request an official “Best and Final Offer” from respondents if it deems such an approach is 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 respondent to submit clarification responses to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted. If UAS 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 UAS Procurement Department.

**14. SPECIFICATIONS / GOALS AND DELIVERABLES**

 Each Proposal shall contain the following information:

Please Note: Elaborate proposals, beyond that sufficient to present a complete and effective Proposal, are neither necessary nor desired. Do not substitute generic marketing materials for a response specifically geared to UAS’s mission, goals, environment and priorities.

**The minimum specifications / goals and deliverables for the Solution, as well as certain information and requests for information, to be provided by respondents as part of its Proposal, are set out below, in this Section 14:**

**14.1 Detailed Response Template**

 Respondent shall complete the attached feature and function Response Template.

 **(Reference APPENDIX III Response Template)**.

**14.2 Executive Summary**

Respondent shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal response.

**14.3 Project Understanding**

This part of the proposal shall contain a description of how respondent intends to organize its approach to the project. Respondent shall discuss how its cloud-based Solution meets UAS’s requirements for a flexible and integrated Solution as requested. Respondent shall relate how it perceives its role in carrying out the responsibilities required by this implementation. Respondent shall also provide examples of challenges encountered on similar engagements and discuss its approach in handling some of the specific challenges and opportunities it foresees for this project.

**14.4 Company (Respondent) Background & Experience**

This section of the Proposal shall establish respondent’s ability to satisfactorily perform the required work by reason of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability and record of meeting expectations on similar Solution projects.

 The respondent shall provide:

1. Foundation date;
2. Description of core activities;
3. Major company and distributor locations;
4. Total number of clients;
5. Total number of clients in higher education;
6. Current financial status and revenues - overview only;
7. Experience performing work of a similar nature to that requested;
8. A written list of up to up to ten (10) institutions of higher learning clients for whom it has installed this product;
9. Relevant Litigation/Investigation - current lawsuits, legal actions or investigations including, but not limited to, parties of dispute, and equipment affected, cause of action, jurisdiction and date of legal complaint. Include in this section any loss of licensing or certification the firm or personnel have experienced in the past five (5) years;
10. Restructuring and Mergers - specific restructuring, mergers or corporate name changes within the company that have occurred during the past three (3) years, or are anticipated in the next three (3) years, noting potential impacts to the products and services contemplated by this RFP; and
11. Bankruptcy - information concerning bankruptcies or reorganizations of the company with the last five (5) years.

**14.5 This section of the Proposal establishes additional UAS deliverable expectations. The Solution shall (at minimum):**

* 1. Provide a fully functional and implemented Solution assuming an estimated March 1 project start date and August 1, 2023 implementation date
	2. Provide a comprehensive, customizable training content library with the capacity to reach all UAS employees, students, volunteers, and affiliates through Workday Learning
	3. Provide content files that will allow unlimited access to courses across all UAS institutions as detailed in **Appendix III**
	4. Provide training content that is reliable, robust, scalable, flexible and standards-based that meets UAS’s current demands, as well as provide ongoing updates to content due to changing to state and federal laws, rules and regulations
	5. Provide content files that shall have the capability of transmitting completion and/or grades from the packaged content into Workday utilizing AICC 2.x, SCORM 1.2, or SCORM 2004 (2nd-4th Edition) file types
	6. Assign a dedicated "Customer Success Manager" to UAS administrators who acts as the main point of contact for any administrative needs, and
	7. Provide 24/7 support for UAS administrative staff and students to address technical issues learners may experience while going through a course

 **UAS is also seeking a Proposal that includes but is not limited to the following services:**

**14.6 Implementation & Integration Services**

The Solution must provide a comprehensive, well-orchestrated and seamless implementation and deployment, including but not limited to, project management services, such as, planning and executing all phases of the Solution life cycle. This includes, but is not limited to, implementation, integration, installation into Workday, testing, training, documentation, customization, deployment planning and execution. The solution must also provide the ability to either integrate with Workday or be able to receive information to be able to receive employee and student data for the purpose of secured login for active employees and students.

Assuming an estimated August 2023 implementation date, respondent shall provide details of its methodology, implementation and integration service strategy along with a high-level schedule for the performance of the tasks identified in this proposal, and provide a narrative description of the plan for implementing the work tasks.

**14.7 Training Services**

The Solution must provide, at a minimum, training to administrative staff on how to retrieve content from the Solution or provide the information needed to integrate with Workday Learning and the Blackboard student learning platform directly (if applicable), 24/7 technical support for administrative staff and students; ensure program success; and comprehensive data analysis and support.

At a minimum, respondent shall provide details of all aspects of the training needed by UAS to successfully use the Solution.

1. Include respondent's recommended online training plan/program for end users
2. Describe the type of training provided to students and designated administrative staff during program implementation, and
3. List any specialized system personnel or specialized system training that would be required at UAS to maintain and operate the proposed Solution

**14.8 Solution Maintenance, Updates and Support Services**

The Solution must provide, at a minimum, pre- and post- go–live support, help desk 24/7, product fixes, content enhancements and regular content releases as part of an ongoing maintenance fee.

At a minimum, the proposal shall include the following information with all aspects of the ongoing support and maintenance activities:

1. A description of the post-implementation technical support programs. This must include the types of programs available, the hours and days of operation, and information on response time for urgent and non-urgent assistance requests
2. Details on product maintenance, product help desk 24/7, product fixes, product enhancements and regular product releases based on a defined ongoing maintenance fee
3. Details on respondent’s upgrade product release policies and upgrade / product release history of the proposed solution
4. Process to request future content enhancements, additions and ongoing cost for product maintenance and upgrades on an annual basis
5. Information regarding the types of skill sets required to retrieve updated content from the vendor or integrate Workday with the updated content. Respondent shall also describe the quality assurance measures to ensure content is thoroughly tested prior to releasing it to UAS
6. Degree of influence UAS has in respondent’s content development and product direction, including technology used, enhancements and new features, including the process used to provide input and feedback, and
7. Respondent’s technical support and help desk infrastructure, staffing levels, organizational structure and abilities, including hours of operation, issue management and tracking tools, service level agreements, and general description of how UAS will interact with technical support and help desk staff

**15. EVALUATION AND SELECTION PROCESS**

It is the intent of UAS to award a contract 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 UAS’s assessment of respondent’s ability to provide adequate service as determined by the evaluation committee. UAS reserves the right to reject any or all proposals or any part(s) thereof, to waive informalities and to accept the proposal or proposals deemed most favorable to UAS. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by UAS (for whatever reason(s)), UAS 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 one-hundred twenty (120) days after the due date and time for submission of proposals. Each proposal shall receive a complete evaluation and be assigned a score of up to 100 points possible based on the following items:

1. **Complete & Thorough Proposal/Delivery of Services (20 Points)**

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

* Understanding of the nature of the project
* Adherence to RFP requirements, Solution implementation, integration, installation, testing, training, documentation, customization, deployment planning and execution
* Detailed proof of all requested qualifications and specified services
* Project timeline (capacity to complete the project within realistic timeframe)
* Respondent Presentations
1. **Features and Functions (40 Points)**

Respondent 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**:

* Compliance with requirements of features and functions
* Respondent’s compliance with all requirements of the RFP specifications
* Ability to integrate with Workday
* Quality of training content
1. **Respondent Qualification (10 Points)**

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

* Profile of organization
* Number of years in business
* Description of similar engagements
* Higher Education References
1. **Cost (30 Points)**

Points shall be assigned for the cost of the specific categories of services which comprise the overall system, including annual maintenance costs, 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 proposal with the lowest estimated cost of the overall system will receive the maximum points possible; and

* Remaining proposals will receive points in accordance with the following formula:

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

 a = lowest cost proposal in dollars

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

 c = maximum points for Cost category (30)

 d = number of points allocated to proposal

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

**16. SERVICE PERFORMANCE STANDARDS**

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

**APPENDIX I: OFFICIAL PRICE SHEET**

**RFP NAME: Prevention Education & Regulatory Compliance Online Learning Content**

**RFP NUMBER: 102022**

**RFP PROPOSAL DUE DATE: Tuesday, November 29, 2022, 5:00 PM CST**

**Reference Section 3 Costs / Pricing** for further instruction.

**Reference** the **Official** Price Sheet in spreadsheet format as a counterpart to this RFP document (labeled as such). Complete the spreadsheet as provided and submit it within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing **(reference APPENDIX V Assumption Template).** Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for one hundred twenty (120) days following the proposal due date and time.**

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

UAS intends to align phased payments to major tasks and milestones, which include UAS acceptance review. The successful respondent should be prepared to align major tasks and milestones to phased payments.

 **NOTE:** Proposals must be submitted on the Official Price Sheet to be considered. Respondents must use this Official Price Sheet in spreadsheet format when submitting proposals in response to this RFP. Provide pricing and/or discount where applicable per minimum specifications as listed within this RFP document. Pricing must include shipping and handling charges.

**APPENDIX II: RESPONDENT INFORMATION/REFERENCE**

Reference the Response Template in spreadsheet format as a counterpart to this RFP document (labeled as such). Complete the spreadsheet as provided and submit it within your Proposal.

Please be aware that the spreadsheet may have multiple tabs.

**APPENDIX III: RESPONSE TEMPLATE**

Reference the Response Template in spreadsheet format as a counterpart to this RFP document (labeled as such). Complete the spreadsheet as provided and submit it within your Proposal.

Please be aware that the spreadsheet may have multiple tabs.

**APPENDIX IV: EXCEPTION TEMPLATE**

Reference the Exception Template in spreadsheet format as a counterpart to this RFP document (labeled as such). Complete the spreadsheet, if applicable, as provided and submit it within your Proposal.

Please be aware that the spreadsheet may have multiple tabs.

**APPENDIX V: ASSUMPTION TEMPLATE**

Reference the Assumption Template in spreadsheet format as counterpart to this RFP document (labeled as such). Complete the spreadsheet, if applicable, as provided and submit it within your Proposal.

Please be aware that the spreadsheet may have multiple tabs.