



Request for Proposal (RFP)
RFP No. R654331

Enterprise Resource Planning (ERP) Implementation Services

PROPOSAL RELEASE DATE: November 1, 2017

PROPOSAL DUE DATE: December 14, 2017

PROPOSAL DUE TIME: 2:30 PM Central time

PRE-PROPOSAL CONFERENCE: November 17, 10:00 AM Central time
Link: <https://zoom.us/j/924778979>
Or via phone:
669 900 6833 or 646 558 8656 or
877 853 5247 or 877 369 0926
Meeting ID: 924 778 979

SUBMIT ALL PROPOSALS TO: University of Arkansas
Business Services
Administration Bldg., Rm 321
1125 W Maple St
Fayetteville, AR 72701

Signature Required for Response

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

Vendor Name:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	

Authorized Signature: _____

Date: _____

Typed/Printed Name of Signor: _____

Title: _____

1. DESCRIPTION AND OVERVIEW OF RFP

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

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

New ERP software was procured through a separate solicitation effort. On August 23, 2017, the System posted a Letter of Intent to Award with Workday.

The overarching vision is for "the System to operate even more like a System." By bringing the member institutions of the System onto a common platform for their major administrative business functions, the System can realize better alignment and easier exchange of data between the institutions. Other project goals and objectives of the System are to:

- Deploy a modern ERP solution that effectively processes the volume and type of transactions required by the System;
- Adopt a fresh approach to administration and operation within the System using a facilitated approach to realize the outcomes;
- Improve the efficiency of administrative operations;
- Implement user-friendly intuitive systems for use system-wide;
- Deploy a shared system-wide methodology and financial structure to align reporting/analytics and simplify consolidation and collaboration;
- Expand and simplify management access to detailed information;
- Provide smooth and seamless integration between the new ERP solution and other systems used by the campus community;
- Replace aging technology infrastructure and custom software; and
- Take advantage of continuing advancements in functionality and technology that would enable future improvements in business and administrative practices.

To assist Respondents in correctly scoping and pricing their proposals, the System has provided example relevant information in RFP Appendix 1, *About the University of Arkansas System*.

The Respondent will be required to be a certified partner of Workday. Additionally, the primary implementations services vendor will be required to show two important components of its experience: (1) that it has completed an implementation of Workday for a customer that is comparable in size and complexity to the University of Arkansas System, and (2) that it has significant experience in ERP implementation for an academic healthcare center. Failure to meet these three mandatory requirements will disqualify the implementation services vendor from responding, and will result in rejection of the Respondent's proposal.

The System reserves the right to award to more than one Respondent as a result of this solicitation if it is in the best interest of the System.

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

2. SCOPE OF WORK

The System is issuing this RFP for the acquisition of comprehensive implementation and integration services needed to configure, customize and deploy Workday across all institutions in the University of Arkansas System.

Please see RFP Section 14, *Specifications/Scope of Services Requested*, for more detailed information regarding scope and timeline. The University has split its member institutions into two cohorts. Its goal is for the institutions in Cohort 1 to go into production on Financials, Procurement, HR and Payroll no later than July 31, 2020. Cohort 2 would go into production on this same functionality no later than July 31, 2022. The System is not specifying project initiation or go-live dates; it is looking for a recommendation from the Respondent for an approach and timeline that minimizes risk, maximizes outcomes and provides best value to the System.

As part of its best value approach, the System is looking to reduce project costs during the implementation. One major cost saving factor will be the use of technology to use time more efficiently and reduce travel costs for the System staff and the consultants. Because the System institutions are distributed across the state, the System is expecting that web collaboration/meeting tools and other enabling technology will be used extensively during the project. The System expects the Respondent to include a web-based collaboration/meeting tool for the use of the project. With the use of technology, there are many activities that could be done by the Contractor off-site, and that approach is acceptable to the System. The System project office will be based in Little Rock, AR, and that will be the primary site for on-site work when required. The Contractor's work plan may also call for work done on-site at an institution. The System requests two billing rates from the Respondent during the project: one rate that is all-inclusive of travel for on-site consulting work, and one rate that includes no travel and will be used when consultants are working remotely.

Another cost saving factor will be the coordination and alignment of the community colleges within the System, which the System expects will be deployed as a group. The community colleges and smaller institutions will have representation during design activities, but their needs are less complex and should work within the configuration as designed for all institutions. By sharing change management and training, the System expects these smaller institutions to require less effort to deploy than the larger, more complex institutions.

The implementation of the student system is an optional phase of this RFP and will not be part of the fixed-fee bid. Plans call for the student system implementation to begin in 2020. This scope is an optional piece that may result in a contract extension to the Successful Respondent, or could be bid separately at a later time. For the System's planning and budgeting purposes, the Respondent will submit as part of the response to this RFP an estimate of the implementation services cost for implementation of Student. This estimated cost will not be evaluated.

3. COSTS

Respondents must provide detailed/itemized pricing for each individual component, and/or the overall system, as listed on RFP Appendix 2, *Implementation Services Cost Schedules*, provided

with this RFP document. Respondents must provide their costing on the schedules provided with this RFP.

Pricing must be valid for 180 days following the bid response due date and time. The System will not be obligated to pay any costs not identified on the *Cost Schedules*. By acknowledging this RFP section, the Respondent certifies that any costs not identified by the Respondent, but subsequently incurred to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the bid.

4. VENDOR REFERENCES

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

5. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference for this RFP. The 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 Respondents to obtain clarification about the RFP. Questions should be submitted to Linda Fast, lfast@uark.edu, per RFP Section 9.1 in advance of the scheduled conference for preparation purposes to make the best use of time during discussion.

6. RESPONDENTS RESPONSIBILITY TO READ RFP

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

7. PROJECTED TIMETABLE OF ACTIVITIES

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

Wednesday, Nov. 1, 2017	RFP released to prospective Respondents
Friday, November 17	Pre-proposal conference
Tuesday, November 21	5:00 PM CST - Last date/time questions are accepted
Friday, December 1	Last date for issuing an addendum
Thursday, December 14	Proposal submission deadline 2:30 PM CST
February, 2018	Respondent Presentations
March, 2018	Notice of Intent to Award
Upon Award	Contract Negotiations Begin (upon intent to award)
2018 (per work plan)	Service to Commence

NOTE: *The successful bidder(s) will enter into a Technical/General Services Contract that will require legislative review/approval prior to any work conducted. See the following link for tentative review schedule:*

http://procurement.uark.edu/resources/documents/2017_PCS_TGS_Deadlines.pdf

8. CONTRACT TERM AND TERMINATION

The term ("Term") of this contract will begin upon date of contract award. If mutually agreed upon in writing by the contractor and the University of Arkansas, the term shall be for an initial period of three (3) years, with option to renew on an annual basis for four (4) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall be subject to termination without notice.

a) If at any time the services become unsatisfactory, the System will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the contract shall be subject to cancellation by the System. Additionally, the agreement may be terminated, without penalty, by the System without cause by giving thirty (30) days written notice of such termination to the seller.

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

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

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

9. GENERAL INFORMATION FOR BIDDERS

9.1 Distributing Organization

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

Respondent Questions and Addenda: Respondent questions concerning all matters of this RFP must be submitted by the date shown in RFP Section 7 and should be sent via email to:

Linda Fast, Procurement Manager
Office of Business Services
lfast@uark.edu

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

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

9.2 Respondent Employees and Agents

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

9.3 Tobacco Free Campus

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

9.4 Disputes

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

9.5 Conditions of Contract

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

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

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

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

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and

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

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

9.6 Electronic Downloading; Taxes

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

9.7 Data

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

9.8 Data De-Identification

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

9.9 Data Use, Collection, and Sharing

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

9.10 Data Mining

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

9.11 Data Transfer or Destruction

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

9.12 Rights and License in and to Data

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

9.13 Access

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

9.14 Security Controls

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

9.15 Location

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

9.16 Safeguarding of Customer Information

- a. Throughout the term of any contract, Contractor shall implement and maintain "appropriate safeguards", as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all "customer information," as that term is defined in 16 C.F.R. § 314.2(b), received by Contractor pursuant to the Contract.
- b. Contractor shall promptly notify the System, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of the System or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of the Contract, Contractor shall destroy all records, electronic or otherwise, in its or its agents' possession that contain such customer information and shall deliver a written certification of the destruction to the System.
- c. Contractor consents, upon reasonable advance notice, to System's right to conduct an on-site audit of Contractor's security program.
- d. Notwithstanding any other provisions of the Contract, System may terminate the Contract for cause if Contractor has allowed a material breach of its security program, if Contractor has lost

or materially altered customer information, or if the System reasonably determines that Contractor's security program is inadequate.

- e. Contractor shall defend, indemnify, and hold harmless System, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by Contractor's negligence, intentional acts or omissions, or any loss or material alteration of customer information.
- f. Contractor shall reimburse the System for any damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

9.17 Federal Educational Rights and Privacy Act

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

9.18 Health Insurance Portability and Accountability Act

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

9.19 Arkansas Freedom of Information Act

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

9.20 Web Site Accessibility

Contractor represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility

Guidelines (WCAG) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from System.

9.21 Exception to Reverse Engineering Prohibition

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

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

9.22 Intellectual Property Ownership

- a. All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including the System, pursuant to or in connection with the contract ("Contract IP"), will be owned by the System, and where applicable, all copyrightable works will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. To the extent that any Contract IP is not, by operation of law, considered work made for hire for the System (or if ownership of all rights therein does not otherwise vest exclusively in the System), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to the System all right, title and interest to all Contract IP. "Intellectual Property" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to the System. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of the System, to do such acts, and sign, and deliver all such instruments requested by the System to vest in the System the entire right, title and interest to the Contract IP, and to enable the System to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the System's cost and expense, to cooperate with the System in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.
- b. Contractor will retain ownership of its pre-existing Intellectual Property, including any pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor will inform the System in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants the System a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to the System in the course of performance of the contract.

- c. Contractor acknowledges that System's marks and logos are the exclusive property of the System. The parties agree that no contract with Contractor will transfer, license, or allow any use of the System's logos or other marks except to the limited extent that may be set forth in a contract with Contractor. In particular, Contractor understands and agrees that it shall not make use of any marks associated with the University of Arkansas' Athletics program, including but not limited to the Running Razorback and similar Razorback sports-related logos. Unauthorized use of the logos or any other marks of System by Contractor or its respective employees, affiliates, or subagents constitutes infringement of System's rights and a material breach of the Contract. Under no circumstances may Contractor use System's name, logos, or any other marks in such a manner as to imply or state an endorsement of Contractor by System. Upon expiration or termination of the Contract for any reason, Contractor must immediately discontinue use of the name, logos, or any other marks of the System.
- d. Contractor warrants and represents that any intellectual property sold or licensed to System under any contract is validly owned, controlled, or licensed by Contractor and that Contractor possesses all rights and interests in the intellectual property necessary to the lawful performance of the contract. Contractor agrees to defend and hold System harmless for all claims, damages or expenses, including reasonable attorneys' fees and disbursements arising from any allegedly unauthorized use of a trademark, patent, copyright, process, idea, method or device covered by the contract.

9.23 Non-Discrimination and Affirmative Action

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

- a. Consistent with Ark. Code Ann. § 25-17-101, the Contractor agrees as follows: (a) the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the Contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the Contractor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

9.24 Conflict of Interest

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

9.25 Contract and Grant Disclosure and Certification

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

9.26 Campus Restrictions

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

9.27 Contract Information

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

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

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for liability and damages. Under Arkansas law the System may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property

arising out of any negligent act or omission by the System and its employees (including subcontractors) or agents in the performance of this Agreement, the System agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against System to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the System reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

3. Upon default, to pay all sums that become due under a contract.
4. To pay damages, legal expenses, or other costs and expenses of any party.
5. To conduct litigation in a place other than Washington County, Arkansas.
6. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the System should:

1. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession.
 - The right to accrued payment.
 - The right to expenses of de-installation.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

9.28 Reservation

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

9.29 Qualifications of Bidder

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

9.30 Default

In the event that the Contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the System, the System may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Contractor fails to remedy such failure or default within the ten (10) working day period, the System shall have the right to cancel the contract upon thirty (30) days written notice. The

cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the System shall not limit any other right or remedy available to the System by law or in equity.

9.31 Non-Waiver of Defaults

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

9.32 Independent Parties

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

9.33 Governing Law

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

9.34 Proprietary Information

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

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

9.35 Disclosure

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

9.36 Proposal Modification

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the System. Such notice must be received by the University Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the

Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

9.37 Prime Contractor Responsibility

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

9.38 Period of Firm Proposal

Prices for the proposed services must be kept firm for at least 180 days after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for 180 days or until written notice to the contrary is received from the Respondent, whichever is longer.

9.39 Warranty

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

9.40 Errors and Omissions

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

9.41 Award Responsibility

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The System reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information

as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondents.

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

9.42 Confidentiality and Publicity

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

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

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

9.43 Respondent Presentations

The System reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if the System chooses to engage such opportunity.

9.44 Excused Performance

In the event that the performance of any terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

9.45 Funding Out Clause

If, in the sole discretion of the System, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then the System will not be obligated to pay any

further charges for services, beyond the end of the then current period. The Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit the System to terminate the Agreement in order to acquire similar service from a third party.

9.46 Indicia

The Respondents and the Contractor acknowledge and agree that the University of Arkansas owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University of Arkansas that are adopted and used or approved for use by the System (collectively the "Indicia") and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of the System. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to the System without compensation.

9.47 RFP Interpretation

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

9.48 Time is of the Essence

Respondent and System agree that time is of the essence in all respects concerning this contract and performance herein. Once a project timeline has been agreed between the System and the Contractor, the System expects to include a clause for liquidated damages in the final negotiated agreement if critical project deadlines are not upheld.

9.49 Formation of the Agreement/Contract

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

- a. Accept a proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accepts the proposal submitted in response to it.
- b. Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the Respondent and negotiations concerning these.

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

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

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

See the following link for the form that will be completed at contract execution:
<http://procurement.uark.edu/resources/documents/TGSForm.pdf>

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

9.50 Permits/Licenses and Compliance

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

10. INSTRUCTION TO BIDDERS

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

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

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

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

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

Respondents must submit one (1) signed original and one (1) signed copy of their Technical Proposal in a binder, organized as indicated in RFP Sections 15. Do not include cost information in the Technical Proposal. One (1) copy of any referenced or otherwise appropriate descriptive literature may accompany the Technical Proposal. **The Respondent must also submit**

two (2) electronic copies of their complete Technical Proposal on CD-ROM, DVD-ROM or USB Flash drives (labeled/tagged with "Technical Proposal," the Respondent's name and the Bid Number), readable by the System, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet.

Respondents must submit one (1) signed original and one (1) signed copy of their Cost Proposal in a separate binder, organized as indicated in RFP Section 16. The Respondent must also submit two (2) electronic copies of their complete Cost Proposal on CD-ROM, DVD-ROM or USB Flash drives (labeled/tagged with "Cost Proposal," the Respondent's name and the Bid Number). The printed and electronic copy of the Cost Proposal must be packaged in a separate envelope or box from the Technical Proposal, and labeled on the exterior of the package with "Cost Proposal," the Respondent's name and the Bid Number.

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

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

University of Arkansas
Business Services
Administration Building, Room 321
1125 W. Maple St
Fayetteville, Arkansas 72701

Responses shall be publicly opened and announced at that time.

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

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

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

It is the responsibility of the Respondent to identify all proprietary information included in their bid response. The Respondent shall submit one complete electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, showing the deleted text or

empty space from which information was redacted, and should be submitted on a CD-ROM, DVD-ROM or USB Flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid response to be considered. The Respondent is responsible for ensuring the redacted copy is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Respondent once a contract is final. If the required redacted copy is not received for the bid solicitation the entire proposal will be deemed "non-responsive" and will not be considered. If during a subsequent review process the University determines that specific information redacted by the Respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

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

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

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

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

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

11. INDEMNIFICATION AND INSURANCE

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

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

- Workers Compensation: As required by the State of Arkansas.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.

- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the System.

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

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

12. EVALUATION AND SELECTION PROCESS

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

The System reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the System. Respondents who are selected as finalists will make presentations to the Evaluation Committee at a System campus site designated by the Evaluation Committee.

Where contract negotiations with a Respondent do not proceed to an executed contract within a time deemed reasonable by the System (for whatever reasons), the System may reconsider the proposals of other Respondents and, if appropriate, enter into contract negotiations with one or more of the other Respondents.

Proposals shall remain valid and current for the period of 180 days after the due date and time for submission of proposals. Each response will receive a complete evaluation and will be assigned a score of up to 1000 points possible (for each phase) based on the criteria listed below.

12.1 Evaluation Criteria for Implementation Services

A. Project Approach and Methodology (250 Points)

Respondent with the highest rating may receive up to two hundred and fifty (250) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Ability to meet System timeline and requirements
- Completeness of approach proposed
- Fit of methodology to System needs, with use of cost-saving techniques
- Approach that reduces risk to the System and facilitates System-wide deployment and user acceptance
- Demonstrated quality of methodology from similar engagements

B. Firm Qualifications and Experience (200 Points)

Respondent with highest rating may receive up to two hundred (200) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Quality of firm references
- Stability of company business and financials
- Successful implementations/services at similar higher ed organizations
- Compliance with System experience requirements and standards
- Compliance with System contractual terms and conditions

C. Proposed Project Team Experience (250 Points)

Respondent with the highest rating may receive up to two hundred and fifty (250) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- Quality of project team experience
- Previous experience in similar role
- Previous experience with Workday modules to be implemented

D. Cost (300 Points)

Points shall be assigned for the cost of the services which comprise the overall proposed solution, as follows:

- Cost points will be assigned on the Total Project Cost reflected on the Summary Presentation schedule of the Cost Proposal, for comparison and evaluation purposes.
- The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
- Remaining bids will receive points in accordance with the following formula:

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

a = lowest cost bid in dollars

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

c = maximum points for Cost category (300)

d = number of points allocated to bid

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

13. BEST AND FINAL OFFER

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

14. SPECIFICATIONS / SCOPE OF SERVICES REQUESTED

14.1 ORGANIZATIONAL SCOPE

The implementation services shall support the following institutions of the University of Arkansas System:

Cohort 1:

- University of Arkansas System Office
- University of Arkansas, Fayetteville (UAF)
- University of Arkansas at Little Rock (UALR)
- University of Arkansas System eVersity
- University of Arkansas Division of Agriculture
- University of Arkansas Community College at Morrilton (UACCM)
- University of Arkansas Community College at Hope (UACCH)
- Cossatot Community College of the University of Arkansas (CCCUA)
- University of Arkansas Rich Mountain
- Arkansas School for Mathematics, Sciences, and the Arts
- Arkansas Archeology Survey
- Criminal Justice Institute
- University of Arkansas Clinton School of Public Service

Cohort 2:

- University of Arkansas Medical Sciences (UAMS)
- University of Arkansas at Fort Smith (UAFS)
- University of Arkansas at Pine Bluff (UAPB)
- University of Arkansas at Monticello (UAM)
- Phillips Community College of the University of Arkansas (PCCUA)
- University of Arkansas Community College at Batesville (UACCB)
- Pulaski Technical College

Although listed separately above, the community colleges within each cohort are expected to deploy as a group in their cohort.

14.2 SOFTWARE SCOPE

The System has issued an Intent to Award to Workday for the following software modules. Other than Workday Student Services, the System expects the Respondent's work plan will include all functionality for implementation:

- Human Capital Management
- Cloud Connect for Benefits
- Payroll for United States
- Time Tracking
- Core Financials
- Procurement
- Projects
- Inventory
- Grants Management
- Planning
- Learning
- Recruiting

- Project Billing
- Workday Student Service

14.3 IMPLEMENTATION SERVICES SCOPE

This implementation services scope section provides a high-level description of the services to be included in the proposal. General project activities that will be included in each stage of the project include:

Plan

- Project Management
- Project Team Training
- Organizational Change Management
- Additional Planning and Preparation

Architect

- Analysis and Business Process Design
- Solution Design

Configure and Prototype

- Software Configuration
- Integration and Interfaces
- Data Conversion
- Reports, Queries, and Forms

Test

- Testing

Deploy

- Administrator Training and Knowledge Transfer
- Transition Support
- Documentation
- Implementation/Deployment (roll-out) Support
- Post-implementation Maintenance and Support

These services are addressed in more detail in RFP Appendix 3, *Model Statement of Work*, and will be finalized in the agreements between the System and the Respondent.

The Respondent shall propose all services necessary to deploy the Workday Financials, Procurement, Human Resources and Payroll functionality (see product list in Section 14.2) at all institutions listed in Section 14.1. The Respondent shall design and lead a project that can accommodate the complexities of a large university system, including major research institutions, an academic healthcare center, community colleges and the other institutions in the System. As described below, some institutions will require more project management support, so the System does not expect a “one size fits all” project management approach.

The services required for implementation of the Student functionality are not part of the initial services scope. This scope is an optional piece that may result in a contract extension to the Successful Respondent, or could be bid separately at a later time.

The System expects that the Architect phase will include representation from all institutions from both Cohorts 1 and 2 so that all institutions have input in the initial design of the system. The deployment will be by cohort as specified in Section 14.1. The System also expects that any design considerations from inclusion of the Workday Student system will be considered during this initial Architect phase, although Student deployment is not part of the proposed project. In other words, the Workday Student software and its needs should be a factor in designing basic structures in Financials, Procurement, HR and Payroll, so no major re-design in these areas is required when the Student system is eventually deployed by the System.

Regarding Project Management services: The System expects the Contractor will provide a Project Manager for the duration of the project, who will partner with the System's Project Manager as the primary managers and coordinators for all implementation efforts. Each institution will have a project contact that will act as liaison between the project and the institution. The larger institutions (UAF, UALR, UAMS) have Project Management Offices (PMO) and will have full-time project management and other team members full-time on the project. The Contractor will be expected to provide project management and leadership for deployment at the smaller institutions. It is expected that these project managers will be shared across multiple institutions.

Regarding Functional Team services: The System expects the Contractor to provide leadership in all functional areas, and provide sufficient resources to work with all institutions. This could mean full-time resources for some of the larger institutions, and shared resources for smaller institutions and for the community college group.

Regarding Technical Team services: The System expects the Contractor to lead, manage and coordinate all technical team work. The Contractor should assume that it is the manager for all integrations, interfaces, data conversions, custom reports and similar technical items agreed in the Statement of Work. The System will be responsible for some of the technical work, such as working with extracting data from legacy systems, as agreed in the Statement of Work. The initial scope for data conversions, integrations and interfaces is provided as RFP Appendix 4, *Current Interfaces* and RFP Appendix 5, *Current Conversions*. The technical effort to analyze, design, code, test and deploy these items shall be included in the vendor's fixed fee bid.

Regarding Change Management services: The System understands the scope of transition services that will be required for a successful deployment. The System is asking the Contractor to provide a senior Change Management Lead for planning and leadership in this area, plus a senior Communications Lead for planning and leadership. For execution of the agreed Change Management and Communications plans, the Contractor shall provide at least 50% of needed change management resources and the System will provide no more than 50% of the resources. These resources will be provided by the System based on an agreed work plan.

Regarding End User Training: The Contractor must provide a senior Training Lead who can plan, direct and execute end-user training for the System. The Contractor shall lead and provide resources for development and delivery of end-user training based on the Training Strategy and Plan. The System expects most end user training will be done with self-paced courses delivered over the web, but there may be curricula that require an instructor-led approach.

As part of its best value approach, the System is looking to reduce project costs during the implementation. One major cost saving factor will be the use of technology to use time more efficiently and reduce travel costs for the System staff and the consultants. Because the System institutions are distributed across the state, the System is expecting that web collaboration/meeting tools and other enabling technology will be used extensively during the project. The System expects the Respondent to include a web-based collaboration/meeting tool for the use of the project. With the use of technology, there are many activities that could be done by the Contractor off-site, and that approach is acceptable to the System. The System project office will be based in Little Rock, AR, and that will be the primary site for on-site work when required. The Contractor's work plan may also call for work done on-site at an institution. The System requests two billing rates from the Respondent during the project: one rate that is all-inclusive of travel for on-site consulting work, and one rate that includes no travel and will be used when consultants are working remotely. The Respondent should disclose in the description of its approach the activities and percentage usage for off-site or remote work.

Another cost saving factor will be the coordination and alignment of the community colleges within the System, which the System expects will be deployed as a group. The community colleges and smaller institutions will have representation during design activities, but their needs are less complex and should work within the configuration as designed for all institutions. By sharing change management and training, the System expects these smaller institutions to require less effort to deploy than the larger, more complex institutions.

The System has provided RFP Appendix 6, *Consolidated Requirements*, for reference by the Respondent of the desired solution functionality. No response is required to this document.

The System requests the Respondent make and disclose reasonable assumptions regarding the overall scope of the project, and present an overall plan and cost model for the entire project as part of its response for Section 15 below.

14.4 IMPLEMENTATION TIMING

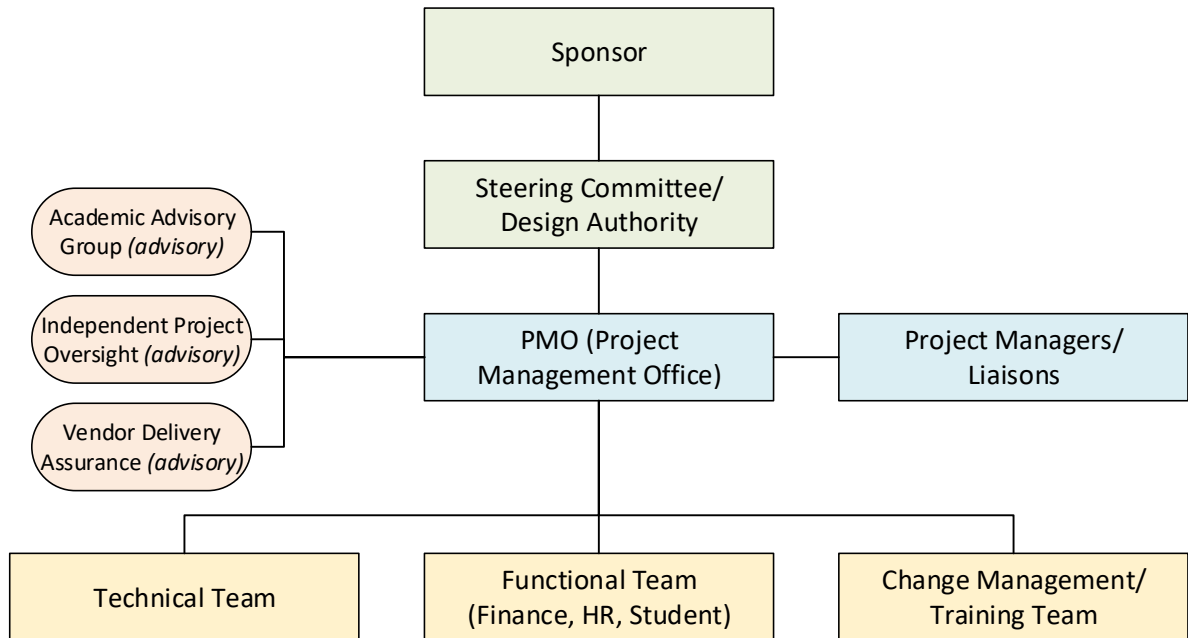
The System is presenting its target implementation dates in this section, and requests the Respondent to propose its recommendations for a more precise implementation timeline based on its experience with similar implementations of this size and complexity. The proposed timeline should be based on the following targets:

- The System expects to initiate the implementation project in 2018.
- The System expects a design/architect phase for Finance, Procurement, Human Resources and Payroll that will involve all institutions from all cohorts.
- For the institutions in Cohort 1, the System has set a target that all institutions in this cohort are in production for Finance, Procurement, Human Resources and Payroll by July 31, 2020. The System is looking to the Respondent for a recommendation regarding alignment or separation of go-live dates by function and/or institution.
- For the institutions in Cohort 2, the System has set a target that all institutions in this cohort are in production for Finance, Procurement, Human Resources and Payroll by July 31, 2022. As above, the System is looking to the Respondent for a recommendation regarding alignment or separation of go-live dates by function and/or institution.

- The Respondents may propose production dates by functional area/institution based on their experience and best practices. The community colleges will deploy as group within their respective cohorts.

14.5 PROJECT GOVERNANCE AND ANTICIPATED PROJECT ORGANIZATION

The following chart provides a high-level governance and anticipated organizational structure for the ERP Project. Respondents should include any recommended adjustments to the anticipated structure in the response to Section 15.7.



The System will follow standard project management methodologies to secure executive sponsorship, concept and business process approval, and to ensure effective planning of activities and utilization of resources.

The Project Sponsors will be responsible for executive communications on project related matters, providing executive input to the Project Management, and setting the high-level strategy for the project. The Sponsors will negotiate and determine availability of project resources as required.

The Steering Committee will be responsible for executive communications on project-related matters, providing input to Project Management, disseminating project information within their organizations, and advocating for the implementation of approved standardized business processes and data across all institutions. The Steering Committee will approve all significant modifications to designed business processes and other significant changes to the system as delivered.

The PMO – comprised of the Contractor and System Project Manager co-leads – will be responsible for making recommendations to the Steering Committee after reviewing all standardization and/or configuration of the ERP system as provided by the Functional Teams. The PMO will also review and provide resolution to project issues submitted by the project team and, if needed, will submit project issues to the Steering Committee. The PMO ensures compliance with ERP project goals,

objectives, project management guidelines, project standards, project scope, quality management, project budget, reporting and documentation. It ensures System project staff and Contractor resources are leveraged effectively across the project, and reviews and recommends approval of project deliverables. Finally, the PMO is responsible for managing the project work plan, monitoring activities of the ERP project team, timelines, and risks. They also have overall responsibility for reporting on the status of project activities, milestones, and deliverables.

The Technical and Functional teams are comprised of subject matter experts that will be responsible for the development, standardization and/or configuration, and testing of business processes. The Change Management team will oversee the organizational change management, communication and training needs of end-users. These teams will submit unresolved project issues to the PMO, as needed.

14.6 UNIVERSITY RESOURCES PROVIDED

The Respondent may assume that the System will provide workspace as needed for Contractor's personnel to include utilization of System printers, copiers, workspace, network and internet access. As mentioned above, the Respondent will provide a web collaboration/meeting tool for the project that will enable audio, video and file sharing. Additionally, the Respondent will provide any other project tools that are part of its proposed methodology, such as a shared project document repository tool/service. The System will not provide computer workstations for use by the Contractor's personnel. As required, the System will also provide adequate training facilities required for project team and end-user training.

The System and its member institutions will provide the appropriate staff resources to work with the Contractor on the project as agreed, and to facilitate and maximize knowledge transfer during the project.

The services required under this RFP will be performed by the Contractor at a System-designated facility unless otherwise disclosed by the Respondent. To reduce project costs, the System is encouraging the use of technology to reduce both Contractor and System staff travel. The strategy for incorporation of off-site/remote work by Contractor staff should be disclosed as part of the response to Section 15 below.

14.7 IMPORTANT CONTRACTOR PERSONNEL TERMS

Contractor Personnel. The Contractor shall assign all key personnel identified in RFP Section 15.6 to complete all their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. It is critical to the overall success of the project that the Contractor not remove or reassign, without the System's prior written approval (which approval shall not be unreasonably withheld) any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under the contract. The unauthorized removal of key personnel by the Contractor may be considered by the System as a material breach of contract.

The System shall have the right to approve the assignment and replacement by the Contractor of all personnel assigned to provide services, including, without limitation, the project team manager, other individuals named or described in the Contractor's proposal, and individuals as mutually agreed by the parties. Before assigning an individual to any of these positions, the Contractor shall notify the System of the proposed assignment, shall introduce the individual to the appropriate representatives of the System, and shall provide to the System a resume and any other information

about the individual reasonably requested by the System. The System reserves the right to interview the individual before granting approval.

In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Contractor shall (i) within two business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within twenty (20) business days, permanently replace such replaced person with another person approved by the System and properly qualified to perform the functions of such replaced person.

The System reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the System judges to be contrary to the best interests of the System. Before a written request is issued, authorized representatives of the System and the Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the System, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the System the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the System only the right to require that the Contractor discontinue using an employee in the performance of services for the System.

Employment of Project Personnel Restricted. The Contractor shall not solicit for purposes of employment, make an offer of employment, or employ any current or former System (including all member institutions) employee whose work responsibilities included participating in this project, as either a full-time assignment or as part of their duties, until one (1) year after the individual in question is no longer deemed to be a System employee. For purposes of applying this rule, an individual shall be deemed a System employee until such time as all salary, termination pay and payments representing annual leave have been made.

14.8 KEY PROJECT ASSUMPTIONS

The following key project assumptions should be taken into consideration when responding to this RFP:

- The ERP project is a high priority of the University System with corresponding commitment and support by all levels of management to include timely consensus and deadline-based decisions.
- The System is committed to changing business processes and requirements, and expects to use Workday's delivered Business Processes as the starting point for design/configuration activities. Deviation from the delivered business processes will not be an arbitrary action on the part of the System.
- Strong project governance standards are applied equitably and fairly in a manner that ensures the opportunity for input by all System institutions.
- The System will establish a project management team with appropriate levels of authority and project status reporting.
- There will be System representatives and Contractor leads for each major functional and technical area identified within the project organization.

- The System will commit sufficiently skilled staff resources to the Project as reflected in an agreed upon work plan and staffing plan.
- The Contractor will provide a tool for web collaboration and meetings for the project. The Contractor will use this tool and any other enabling technology for effective engagement of SMEs across all institutions and for minimization of travel expenses for System and Contractor staff.
- The System member institutions can reach agreement on critical decisions such as business process configuration and whether gaps in functionality can be addressed through other means than software extensions.
- The existing legacy systems at the System-wide level will continue to operate as required throughout the deployment period.
- The Contractor will commit expert resources to meet the Project timeline, post-implementation support, and knowledge transfer.

15. SUBMITTAL CONTENTS – TECHNICAL PROPOSAL FOR IMPLEMENTATION SERVICES

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

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

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

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

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

15.3 Tab 1: Response to RFP. As instructed in RFP Section 10.2 above, the Respondent shall respond to each section of this RFP (other than RFP Sections 15 and 16, which require more detailed responses) by stating ACKNOWLEDGED as the response following each major section to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If the Respondent has an exception to a term or condition in that section, it must be noted at this point. The System may exclude from negotiations or discussion any exceptions not noted in the proposal. Insert the completed RFP response in Tab 1.

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

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

1. Vendor Identification Form
2. Equal Opportunity Policy Form
3. Illegal Immigrant Contract Disclosure Form
4. Contract and Grant Disclosure Certification Form

15.4 Tab 2: Executive Summary. In the Executive Summary, the Respondent should condense and highlight the contents of its proposal in such a way as to provide the System with a broad understanding of the offer. The maximum length of the Executive Summary shall be five pages.

This section of the offer is designed to provide a clear and concise understanding of key aspects of the offer as follows:

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

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

PRIMARY SERVICES PROVIDER

1. The Primary Services Provider (PSP) must include a detailed narrative description of its organization. The narrative must include the following:
 - a. Brief overview of business operations, with an emphasis on ERP-related operations in higher education/public sector;
 - b. PSP's ERP experience in organizations of a similar size and complexity to the System, with an emphasis on public higher education institutions and university systems;
 - c. Research and development budget;
 - d. Date established;
 - e. Company legal name and legal form of ownership;
 - f. Location in which the PSP is incorporated;
 - g. Full disclosure of any proposed off-site activity and the locations involved;
 - h. Full disclosure of any potential conflict of interest;
 - i. A statement of whether, in the last ten (10) years, the PSP has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
 - j. A statement of whether there are any pending Securities Exchange Commission investigations involving the PSP, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the PSP's performance in a Contract under this RFP;
 - k. A statement of whether the PSP is currently under investigation (or had previous findings in violation) of U.S. export control laws and regulations including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC);
 - l. A listing of all contracts or purchase orders that PSP executed or accepted within the last five (5) years and which were canceled or terminated prior to completion by any university, state agency or other entity with which PSP contracted. For each such contract or purchase order, PSP must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm's contact person. If none, specify none;

- m. A statement documenting all open or pending litigation initiated by PSP or where PSP is a defendant in a customer matter; and
 - n. Full disclosure of any criminal or civil offense.
- 2. As described in the overview, the Respondent for implementation services must be a certified partner of Workday. Additionally, the primary implementations services vendor must show that: (1) it has completed an implementation of Workday for a customer that is comparable in size and complexity to the University of Arkansas System, and (2) it has significant experience in ERP implementation for an academic healthcare center. Failure to meet these three mandatory requirements will disqualify the vendor from responding, and will result in rejection of the Respondent's proposal.

Document how your firm meets these three mandatory requirements.

- 3. List in table format ERP implementations for the PSP where the PSP was prime contractor for organizations of a similar size and complexity to the System that have come into production within the last four years. Include in the table all implementations that are in progress (contracted but not in production) as of the proposal due date. Include columns for:
 - a. Organization name;
 - b. Initial production date (or target date of production);
 - c. Product(s) initially deployed and release/version; and
 - d. Scope of services provided for this organization by the PSP.
- 4. Financial Statements:

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

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

Firm's Name
Confidential – Financial Statements

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

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

Firm's Name
Confidential – Financial Statements

- 5. The PSP must provide three (3) references from organizations, other than from within the System, where the PSP was the prime contractor for implementation services for ERP software. To the extent possible, provide references for higher education customers using

Workday of a similar size/complexity as the System. Additionally, the System has a strong preference that one of the three references is for an Academic Health Center.

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

The following information should be provided for each reference:

- a. Organization Name;
- b. Organization Description (e.g., public/private/research);
- c. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address
- d. Number of Employees;
- e. Student Enrollment (if applicable);
- f. Project Name;
- g. Project Description and Services Provided;
- h. Project Start and End Dates;
- i. Software Product, Modules, and Release Number(s) Implemented; and
- j. Software Production Date.

6. If the PSP plans to use subcontractors to deliver any of the services quoted in its proposal, the PSP must list each subcontractor, a description of the services to be performed by the subcontractor, and an approximate percentage (by dollar volume) of the implementation services that the subcontractor will perform. As the prime contractor, the PSP will be responsible for the performance and quality of all subcontractors and their services.

15.6 Tab 4: Proposed Project Team. The Respondent will provide responses regarding its proposed project team personnel, organized in accordance with the outline below.

Project Organization

1. Respondents shall provide a narrative description of the recommended project organization for the implementation project and proposed organization chart(s) for the project team (including all recommended roles for Respondent, and System staff). As necessary, the Respondent will show organizational structures by institution or groups of institutions (such as the community college group). Additionally, the Respondent shall provide a table showing all roles (Respondent, and System) proposed for the engagement with a brief description of the responsibilities, the recommended staffing level, recommended timing, the applicable institution(s), and expected source (Respondent, System) of personnel for each listed role.

Personnel Summary Table

2. The Respondent should provide a Personnel Summary Table listing key personnel assigned to the project. The System expects Respondent to name at least six staff as key personnel: the Project Manager for the engagement, at least three senior Functional leads, a senior Technical lead and a senior Change Management lead. If other proposed Respondent personnel are known, they may be included also in the table below. As illustrated by the example below, the Personnel Summary Table must include the proposed role(s), consultant name, total years of relevant implementation experience, years of experience in the proposed role, list of significant clients in the proposed role, and relevant certifications.

The System requires named resources for the key positions and will not accept proposed representative resumes or positions for the six key roles.

Format for Respondent Personnel Summary Table

Proposed Role(s)	Consultant Name	Firm	Experience Summary
EXAMPLE: Project Manager	John Smith	X Consulting	4 years Product Y implementation experience, 5 years as project manager on 2 similar projects, Client Name, PMP certification

Resumes

3. The Respondent shall provide resumes for each role to be filled by the Respondent. In addition to the resumes for the six key personnel (required), Respondent may provide brief resumes for other staff who will fill that role or representative of the person who will fill that role. Resumes shall include the following information:

- Name of consultant;
- Proposed role on project;
- Education and training;
- Summary of relevant experience (including start and end dates);
- Experience implementing Workday;
- Higher education experience;
- Other relevant experience; and
- Employee of Respondent or subcontractor.

- 15.7 Tab 5: Implementation Services.** The Respondent will provide narrative responses regarding the proposed implementation services, organized in accordance with the outline below.

Project Management Methodology

The Respondent shall describe its approach to managing the project. As part of its project management approach, the Respondent shall describe the project management tools, standards, controls, and procedures that will be utilized to create a proven, reliable process, as well as proposed standards for status reporting, risk management, issue management, and communications.

Respondents are invited to provide recommendations for project governance in this section of their response.

Timeline and Implementation Approach

The Respondent should describe its proposed approach for the implementation project and a proposed timeline for the project, including deployment dates for each institution. The response to this section should demonstrate the Respondent's understanding of the needs and objectives of the System, and the Respondent's ability to successfully deploy the new system. The response should describe those activities that are being done involving all institutions within the System, and those activities that will be done by institution or group of institutions. The System is looking for the Respondent to recommend an approach, timeline and structure that minimizes cost and maintains System consistency. This section shall encompass all services and deliverables identified in RFP Section 14, *Specifications/Scope*

of Services Requested.

In addition to the narrative response to this section, the Respondent should provide:

- a. A Statement of Work for the project, describing major tasks and all deliverables that will be included in the project. The System has provided RFP Appendix 3, *Model Statement of Work*, that can be used as a starting point.
- b. A high-level Work Plan demonstrating the relationship between the work to be performed, the deliverables to be provided as described, and the timeline recommended in your approach. A more detailed Work Plan will be required within 45 days of project initiation, including a Staffing Plan with named resources.

Describe in your narrative how your recommended approach will reduce risk to the System and facilitate System-wide deployment and user acceptance. Your approach should also highlight your approach or techniques to reduce project costs and increase project engagement for the project duration, such as the use of a web collaboration tool. Identify specific activities that lend themselves to this approach. Discuss any experience using these techniques in a similar manner on other engagements, and share any lessons learned.

The description provided should include the following information:

- Key principles and distinguishing characteristics;
- Phases and major activities;
- Implementation timeframes; and
- Proposed deliverables.

Specific Services

1. Describe any recommended pre-implementation activities the System could take to prepare for the implementation project.
2. Is there documentation for review before implementation begins? If so, describe what documentation is available.
3. Describe any tools, utilities or special access that the implementation will require for the implementation project, whether service is being done on-site or off-site.
4. Based on your firm's experience with academic healthcare centers, describe any major differences, risks or special challenges that you have encountered in this environment. How would you approach the UAMS implementation to address or mitigate these differences?
5. Describe the process(es) and approach proposed for development items such as integrations, interfaces, custom reports, additional workflows, or similar items during implementation.
6. Does your firm's proposed approach call for development of any "temporary" or throw-away integrations or interfaces between Workday and the System's legacy systems? If so, provide a summary of these temporary items, and explain why this is the preferred approach.
7. List the recommended training by role for the System's project team, and the recommended timing for this training. If there are options for delivery, discuss those options here. The System expects to procure this training through Workday. If the Respondent has an alternative for project team training that could be a better value to the System, describe that option here.
8. What training is recommended for key System administrative, technical and support staff who are not part of the project team? Include recommendations/information for training material and delivery approach. Include any additional costs as a line item on the Cost Proposal.
9. Describe the specific training, communications and cultural change management approach and deliverables proposed. Which change management activities can be done System-wide and which will be specific to an institution? What level of support during the project will institutions require for change management and communications? What training approach do

- you assume? Are there any standardized courseware or templates for end user curriculum that the Respondent can offer? Which courses will be delivered for the end user training in the classroom and which will be self-paced computer learning? What curriculum for end users do you recommend?
10. Describe the approach to knowledge transfer from consultants to System staff during the project, including functional and technical knowledge. What activities will the Respondent take to ensure that knowledge transfer is happening? How will it be monitored and verified during the project?
 11. Describe any training material that will be available to the System post-implementation. Include a description of the training subject and delivery method. Include any additional costs as a line item on the Cost Proposal.

Proposal Assumption

12. The Respondent shall provide a comprehensive listing of all assumptions made in preparing their proposal in response to this RFP. No price data should be included in the assumptions.

Lessons Learned

13. The Respondent shall provide a discussion of the significant lessons learned from experience at managing and deploying enterprise installations of an ERP system, and how those lessons will be applied to the System project.

Optional Products/Services

14. In addition to the requirements and other specifications in this RFP, the System is willing to consider any alternative or innovative products, services or approaches from the Respondent that would result in improved outcomes, better functionality, lower cost and/or lower risk to the System. These might include different tools or project approaches, different timelines or any other aspect where the Respondent could offer value to the System. The System invites the Respondent to present concisely these suggested changes here. This response will not be evaluated or scored; it is an optional component. Any product or service presented in response to this section must be an optional added-value component, and not required to meet a requirement or specification from this solicitation. The System may or may not consider any proposed alternatives. The costs associated with any of these alternatives may be presented as Optional Costs on the Cost Proposal.

16. SUBMITTAL CONTENTS – COST PROPOSAL FOR IMPLEMENTATION SERVICES

Respondent shall submit a detailed cost proposal to include all aspects of providing the scope of Stage 1 implementation services associated with this RFP. The pricing submitted as part of the proposal shall be considered a valid offer. Failure to provide the cost information fully may lead to a determination that the proposal is non-responsive.

The format and sub-sections of the Cost Proposal shall conform to the structure outlined below. Adherence to this format is necessary to permit effective evaluation of proposals.

Cost Proposal Content
Title Page
Table of Contents
Schedule 1 – Summary Cost Presentation
Schedule 2 – Consulting Services by Positions
Schedule 3 – Other Cost Components
Schedule 4 – Development Schedule
Schedule 5 – Labor Rates Schedule
Schedule 6 – Deliverables Payment Schedule
Schedule 7 – Optional Project Costs
Schedule 8 – Estimated Cost Split
Schedule 9 – Student Estimate
Cost Assumptions

Cost information is to be provided in accordance with the templates provided in RFP Appendix 2: *Implementation Services Cost Schedules*. The remainder of this section of the RFP provides a detailed description of the content that is required in each of the sub-sections of the Cost Proposal.

16.1 Schedule 1 – Summary Cost Presentation

This schedule shall include all costs proposed by Respondents presented in the requested format. The Implementation Services Costs and Post-Implementation Support Services Costs shall be taken from the referenced lines on Schedule 2 Consulting Services by Position. The Other Cost Components shall be taken from the referenced line on Schedule 3 Other Cost Components.

16.2 Schedule 2 – Consulting Services by Position

This schedule shall include for each proposed position: the proposed rates for each fiscal year, the proposed hours by month, subtotaled hours by fiscal year, subtotaled cost by fiscal year, total hours for total presented time period, and total cost for total presented time period. For positions where part of the work will be done on-site (at an all-inclusive rate) and part will be done remotely (at a lower rate with no travel), the position should be broken onto two rows to distinguish these hours. The schedule also includes subtotals for each staffing category, work group, and totals for all consulting services. Proposed positions shall be grouped into the most appropriate staffing

category by work group consistent with the template. The Implementation Services category presents separate work groups for:

- Project Management,
- Functional Team,
- Technical Team, and
- Change Management Team.

This schedule includes multiple formulas to arrive at the various subtotals and totals requiring Respondents to take extra care to ensure that all formulas are correct on the submitted Cost Schedules. Additional rows may be added as needed.

16.3 Schedule 3 - Other Cost Components

Respondents shall utilize this schedule to describe and reflect any non-staffing related costs as applicable. Each cost component shall include: a description, reference numbers as appropriate, metrics as appropriate, and the proposed cost of the component. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable University personnel to thoroughly understand the proposed cost components. Subtotals and additional rows may be added as needed.

16.4 Schedule 4 - Development Schedule

This is a supporting cost schedule used to reflect the hours and costs associated with the development of integration and automated interfaces; custom reports, queries and forms; and data conversion. The total hours and cost reflected on this schedule shall be included in the total hours and cost reflected for the Technical Team work group on Schedule 2. This is a different way of looking at the technical work efforts for informational purposes; the actual costs for development shall be accounted for in Schedule 2. Respondents shall also reflect the functional areas addressed by the development.

16.5 Schedule 5 - Labor Rates Schedule

Although the University will not reimburse the Respondent on a “time and materials” or “not to exceed” basis for project deliverables, it may be necessary to make scope changes that require assistance in areas not anticipated for which the University may consider a time and materials payment arrangement.

For these purposes, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates for a range of different skill areas using this schedule, and a set of rates for work done remotely with no travel expense included. Respondents may propose the same rate for all years for a given personnel category or for all personnel categories, but the University is asking for one rate for each personnel category for each fiscal year.

16.6 Schedule 6 - Deliverables Payment Schedule

Respondents shall complete a proposed Deliverables Payment Schedule utilizing the format provided. Rows may be added as needed. It is not the intention of the System to make payments that are purely time-based; payments should be tied to the acceptance by the System of agreed project deliverables. Respondents shall ensure that the proposed cumulative gross payments for

each month do not exceed the cumulative value of the service hours proposed for the corresponding month, excluding the cumulative value of deliverable payments for Other Cost Components from this determination. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable University personnel to thoroughly understand the proposed Deliverables Payment Schedule. The grand total of deliverable-based payments shall equal the total project cost shown on Schedule 1.

16.7 Schedule 7 - Optional Project Costs

If there were costs associated with any options discussed in RFP Section 15.7, # 16, *Optional Services*, Respondent may present those optional costs separately in this worksheet. These costs will not be included in the Total Project Cost that is evaluated by the System. Any products or services presented here are considered nonessential or outside the requested scope by the System, and are not required per the Services Scope. Each cost component should include a description, the basis for each of the cost components, and the proposed cost of the component. Assumptions and information necessary for System personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in the narrative response to this section.

16.8 Schedule 8 – Estimated Cost Split

Respondents shall utilize this schedule to provide an estimated split of the total project cost (as shown on Schedule 1) between implementation costs that System-wide (activities that apply to all institutions) and those that will be specific to an institution. The grand total on Schedule 8 must equal the grand total project cost shown on Schedule 1. If there are costs that are not System-wide but apply to more than one institution (e.g., costs for implementing the community colleges as a group), show those costs next to one of the institutions and note the other institutions included in that cost. As appropriate, provide any estimating assumptions or additional information to enable University personnel to understand the estimated costs. Subtotals and additional rows may be added as needed.

16.9 Schedule 9 – Student Estimate

As discussed in the RFP, the implementation of the student system is an optional phase of this RFP and will not be part of the fixed-fee bid. Plans call for the student system implementation to begin in 2020. The Student system will be implemented by cohort, using the same cohort structure as the core system deployment. This scope is an optional piece that may result in a contract extension to the Successful Respondent, or could be bid separately at a later time. For the System's planning and budgeting purposes, the Respondent will submit as part of the response to this RFP an estimate of the implementation services cost for implementation of Student. This estimated cost will not be evaluated.

The estimate may be presented as a range of hours and a range of total cost, or may be presented as a single number for each. Respondents are invited to include any major assumptions used in building the estimate that would facilitate the System's understanding of the scope behind the estimate. The System does not intend to hold any Respondent to these estimates or use them for any purpose other than its own internal planning for this future phase of work.

17. SERVICE PERFORMANCE STANDARDS

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

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to University Requirements	Reference standard terms, conditions and all articles of RFP	Termination of Contract. Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas System.
University Acceptance of Contractor Staff	Reference Section 14.3 of RFP, Services Scope.	Termination of Contract. Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas System.
University Acceptance of Contractor Project Work Plan	Reference Section 1 of negotiated Statement of Work between Contractor and System.	Initial agreed contract payment will be paid in full if completed by deadline; 5% of this benchmark cost may, at the sole discretion of the University of Arkansas System, be credited from this payment for each one week late.

APPENDICES

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

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

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

RFP Appendix 3: *Model Statement of Work*

RFP Appendix 4: *Current Interfaces*

RFP Appendix 5: *Current Conversions*

RFP Appendix 6: *Consolidated Requirements*