

**REQUEST FOR QUALIFICATIONS  
UNIVERSITY OF ARKANSAS AT MONTICELLO (UAM)  
PURCHASING OFFICE (870) 460-1140**

**Proposal Delivery Address:**

University of Arkansas at Monticello  
Finance and Administration  
Babin Business Center, Room 205-B  
140 University Place  
Monticello, AR 71656

**Mailing Address:**

University of Arkansas at Monticello  
Purchasing Office  
PO Box 3597  
Monticello, AR 71656

**RFP NUMBER: AX 0708 031**

**DATE ISSUED: FEBRUARY 18, 2008**

**ISSUED BY: GAY PACE**

**DATE & TIME OF PROPOSAL OPENING: MARCH 18, 2008; 3:00 pm**

**TO THE VENDOR ADDRESSED:** Proposals are invited for a Professional Service Provider in accordance with the "Standard Terms and Conditions" and specifications set forth in this Request For Qualifications (RFQ). Proposals must be received at the University of Arkansas at Monticello, Finance and Administration, located in the Babin Business Center, Room 205B, on the UAM Campus not later than the date and time of the opening. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time. A label has been provided. The University reserves the right to reject any or all proposals.

Upon signing this Proposal, the bidder certifies that the "Standard Terms and Conditions" and specifications have been read as set forth in the RFQ, understands such and agrees to be bound by these "Standard Terms and Conditions" and specifications when a contract is entered into pursuant to this RFP. The bidder also agrees that the proposal incorporates the "Standard Terms and Conditions" and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFQ.

Failure to make any disclosure required by Governor=s Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

**UNSIGNED PROPOSALS WILL BE REJECTED.**

<b>Name of firm</b>	
<b>Address</b>	
<b>Phone No.</b>	<b>Fax No.</b>
<b>Printed Name of Authorized Individual</b>	<b>Title</b>
<b>Signature of Authorized Individual</b>	<b>Date</b>

## SECTION 2: STANDARD TERMS AND CONDITIONS

- 1. GENERAL:** Any special terms and conditions included in the Invitation for Bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
  - 2. ACCEPTANCE AND REJECTION:** The University of Arkansas at Monticello reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities and to award the bid to best serve the interest of the state.
  - 3. BID SUBMISSION:** Bids must be submitted to the University of Arkansas at Monticello on this form with attachments, when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances.
- SIGNATURE: Failure to sign the bid will disqualify it.** The person signing the bid should show title or authority to bind his firm in a contract. **The signature must be in ink.**
- 4. NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, marking it **NO BID** and explaining the reason on the bid. The bidder may be removed from the bidders list by failure to respond three times in succession.
  - 5. PRICES:** Quote FOB destination. Bid the unit price. In the case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. **Discount from list bids are not acceptable** unless requested in the Invitation for Bid.
  - 6. QUANTITIES:** The quantities stated in term contracts are estimates only, and are **not guaranteed**. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
  - 7. BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to, and meets the standards of, the item specified and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
  - 8. GUARANTY:** All items bid shall be newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligation under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
  - 9. SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University of Arkansas at Monticello. If samples are not destroyed during reasonable examination they will be returned to the bidder, if requested, within ten days following the opening of bids, at the bidder's expense. All demonstrators will be returned after a reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
  - 10. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
  - 11. AMENDMENTS:** The bid cannot be altered or amended after the bid opening, except as permitted by regulation.
  - 12. TAXES AND TRADE DISCOUNTS:** Do not include state sales tax. However, other local, county or municipal sales or use tax should be included in the bid. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.
  - 13. AWARD: Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a Purchase Order from the ordering agency.  
**Firm Contracts:** A written Purchase Order mailed, or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid, results in a binding contract without further action by either party.

- 14. LENGTH OF CONTRACT:** The Invitation for Bid will show the period of time the term contract will be in effect.
- 15. DELIVERY ON FIRM CONTRACTS:** The Invitation for Bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Monticello has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 16. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the University of Arkansas at Monticello. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 17. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 18. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the University of Arkansas at Monticello to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the University of Arkansas at Monticello of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 19. VARIATION IN QUANTITY:** The University of Arkansas at Monticello assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 20. INVOICING:** The contractor shall be paid **upon the completion of all** of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the Invitation for Bid, (2) delivery and acceptance of the commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to Invoice To@ point shown on the purchase order.
- 21. STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.
- 22. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the state harmless from all claims, damages and costs, including attorneys' fees, arising from infringement of patents or copyrights.
- 23. ASSIGNMENTS:** Any contract entered into pursuant to this Invitation for Bid is not assignable nor the duties thereunder delegable by either without the written consent of the other party of the contract.
- 24. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 25. LACK OF FUNDS:** The University of Arkansas at Monticello may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the University of Arkansas at Monticello. If the University of Arkansas at Monticello is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 26. DISCRIMINATION:** In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows: (a) the bidder 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 27. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 28. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this Invitation for Bid, the bidder named on the front of this Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells, and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United

States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this state pursuant to this contract.

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

**30. MINORITY PARTICIPATION:** Minority- participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

**31. Arkansas Technology Access Clause.** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to ASU-B that the technology provided to ASU-B 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: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**32. Contract Awarding and Signing.** Contract awarding and signing will be contingent upon the University of Arkansas at Monticello receiving information from approving authorities, if necessary.

**33. Contracting with Businesses that Employ Illegal Immigrants:** Pursuant to Act 15 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at : [http://www.arkansas.gov/dfa/procurement/pro\\_immigrant.html](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)

**UNIVERSITY OF ARKANSAS AT MONTICELLO**  
**Purchasing Department**  
**PO BOX 3597**  
**MONTICELLO, AR 71656**  
**Tel: (870) 460-1140**  
**Fax: (870) 460-1940**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

[http://www.arkansas.gov/dfa/procurement/pro\\_immigrant.html](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.**

If you have any questions, please call the Purchasing Department at (870) 460-1140.

Thank you.

Gay Pace  
Procurement Manager

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

Please check the appropriate statement below:

\_\_\_\_\_ We have certified on-line that we do not employ or contract with any illegal immigrants  
Date on-line certification completed: \_\_\_\_\_

\_\_\_\_\_ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.  
Reason for non-certification: \_\_\_\_\_

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

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

Name & Title: \_\_\_\_\_  
(printed or typed)

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

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #:    ---    ---	OR    ---	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THIS FOR:			
TAXPAYER ID NAME:	<input type="checkbox"/> Goods?	<input type="checkbox"/> Services?	<input type="checkbox"/> Both?
YOUR LAST NAME:	FIRST NAME:	M.I.:	
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

## FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/Y Y	To MM/Y Y	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

## FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/Y Y	To MM/Y Y	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

## Contract and Grant Disclosure and Certification Form

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**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
  
2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
  
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

**Agency use only**

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Agency Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS FOR A PROFESSIONAL SERVICE  
PROVIDER (PSP) TO MANAGE THE PURCHASE AND IMPLEMENTATION  
OF ADMINISTRATIVE SOFTWARE PACKAGE FOR THE  
UNIVERSITY OF ARKANSAS AT MONTICELLO**

1. Background Information

The University of Arkansas at Monticello (UAM) consists of the main campus in Monticello, the UAM College of Technology-Crossett, and the UAM College of Technology-McGehee. The Monticello location offers on-site classes, on-line classes, and CIV classes that are available at remote locations. The Monticello location offers both undergraduate and graduate degree programs to residential and commuting students. The Crossett and McGehee locations offer technical programs as well as a variety of college-transferable courses. The University has an enrollment of approximately 3,000 students and an operating budget (educational and general/auxiliary) of approximately \$34 million.

UAM is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools, the National Council for Accreditation of Teacher Education, The National Association of Schools of Music, the National League for Nursing Accrediting Commission, the Society of American Foresters, and the Council on Social Work Education. The UAM College of Technology-Crossett is accredited by the Council on Occupational Education.

UAM is a part of the University of Arkansas System and is governed by the University of Arkansas System Board of Trustees. The University's Executive Council consists of the Chancellor, Provost and Vice Chancellor for Academic Affairs, Vice Chancellor for Advancement, Vice Chancellor for Finance and Administration, Vice Chancellor for Student Affairs, Vice Chancellor for UAM College of Technology-Crossett, and Vice Chancellor for UAM College of Technology-McGehee.

2. Purpose of Request for Qualifications (RFQ's)

The University of Arkansas at Monticello plans to replace its existing administrative software (POISE) by purchasing and implementing a quality relational-database-structured software system (hereinafter referred to as Software Project or Project). The chosen software system must operate within the University's administrative computing environment and be from an established vendor operating within the higher education community. The purchase and implementation of the chosen software system must also fit within budget limits established by the University. The University seeks a qualified Professional Service Provider (PSP) to assist from start to finish with this Software Project.

### 3. Computing Environment

The ERP (Enterprise Resource Planning) software package will operate in a browser based multi-user environment connected with a high speed fiber optic network. Data for the ERP program will be stored in an enterprise implementation of Oracle 10g, which serves as the institutional database. The ERP program will integrate with the imaging, identity, and learning management systems via the institutional database. Storage will be provided by a new 4 Gb Fiber Channel Storage Area Network. The ERP software will be operated on business class RISC based computer hardware utilizing redundant, failsafe technology. The hardware will be housed in a new state of the art computer center with backup power and cooling, and with redundant servers at an alternate location.

The ERP software will provide students, faculty and staff access to information integrated across human resources, student records and information platforms; and financial planning and reporting systems using electronic workflows.

### 4. UAM Contact Person

The University's contact person is Ms. Gay Pace, UAM Procurement Manager, 870-460-1140 ([pace@uamont.edu](mailto:pace@uamont.edu)).

### 5. Scope of Work

The scope of work for the Software Project includes, but is not limited to, the following services of the PSP:

#### A. Request for Proposals (RFP's)

The University requests the PSP develop and issue the RFP's (as noted below) separately or jointly that will be the most beneficial to the institution. The University will assist the PSP to ensure that the State of Arkansas procurement rules and procedures are followed.

1. Develop and issue a Request for Proposal (RFP) for the University's administrative software; evaluate responses to the RFP; and assist in the decision-making process of choosing the most appropriate software package.
2. Develop and issue a Request for Proposal (RFP) for implementation of the chosen administrative software package; evaluate responses to the RFP; and assist in the decision-making process of choosing the most appropriate vendor for the implementation.

B. Budget

Develop overall strategies and proper oversight procedures to ensure that the Software Project (purchase and implementation) falls within the University's budget for the Project. Provide written documentation of the strategies and procedures. Include a method of action if corrective measures are necessary.

C. Compliance

Ensure that vendors, contractors, subcontractors, and any other participants comply with all RFP's, contracts, and other agreements into which the University may enter in connection with the Software Project.

D. Manage

Manage and monitor all phases of the Software Project including necessary support and training.

E. Plan and Schedule

Provide a written realistic workflow and timeline schedule for the Software Project that is agreeable to the University.

F. Security

Provide necessary security procedures for University data in connection with the Software Project. This includes necessary non-disclosure agreements.

G. Negotiate

Manage contract negotiations with all vendors associated with this Software Project.

H. Other

Provide other management services for the Software Project as may be required by the University and as agreed upon by the PSP and the University.

## 6. PSP Specifications

The PSP and all of its subcontractors must have significant knowledge of the functionality and features included in higher education administrative software. The PSP's responding to this Request for Qualifications must be experienced in the higher education market. The response must demonstrate a high level of expertise, education, proficiency, knowledge, and experience to perform the scope of work for this Software Project. The response shall include the following:

- A. The company name, location of headquarters, and locations of branch offices (if any).
- B. A copy of the company's most recent audited financial statements.
- C. A detailed description of the company's experience and expertise in performing tasks as listed in the Scope of Work. The response shall include the following information regarding higher education experience:
  - 1. List individually all higher education clients served in the past five (5) years. Include a brief statement regarding the scope of work at each institution.
  - 2. List the contact person and the contact person's telephone number and e-mail address at each institution.
- D. Provide documentation of plans, procedures and processes for compliance with established budgets. A description of the company's specific experience in maintaining workflow processes and schedules within an allowed budget.
- E. Include representative samples of workflow processes, plans and schedules which were produced for and utilized in projects of similar size.
- F. Provide evidence that the company's staff has the ability to manage, monitor, and communicate technical information clearly and effectively, both orally and in writing.
- G. Evidence that the company's staff has the verifiable background and knowledge to conduct a thorough analysis of the University's needs.
- H. Other information that may be relevant to the response.

7. List of Services

The response submission shall include a full detailed listing and time-line of services to be provided. The response shall reference or address each item listed in the Scope of Work.

8. PSP Personnel

The University reserves the right to approve, reject, or cause to be replaced any or all PSP staff assigned to the Software Project. The PSP must have and must dedicate sufficient staff and all other resources that are required to meet or exceed the mutually agreed-upon workflow schedules.

9. Subcontractors

If subcontractors are employed by the PSP in any phase of this Software Project, the following provisions must be followed:

- A. Each respondent to this request must include in their proposal a listing of the names and addresses of all proposed subcontractors. The listing must also contain a description of the portion of the Software Project work which the proposed subcontractors are to perform/provide and any information documenting that the proposed subcontractors have the necessary skill, integrity, experience, and financial resources to complete the work in accordance with this request.
- B. The PSP shall be fully responsible for the administration, integration, coordination, direction, and supervision of all its subcontractors and of all their work. No subcontractor shall perform services at the University until the PSP has been provided satisfactory evidence of the insurance requirements as required by this RFQ in the "Insurance Requirements" section.
- C. The PSP shall execute with each of its subcontractors and shall require all subcontractors to execute a written agreement which shall bind the latter to the terms and provisions of this request insofar as such terms and provisions are applicable to the work to be performed by such subcontractors.
- D. The PSP shall be responsible for payment in full for completed work to any subcontractors engaged by the PSP to complete the Software Project.

10. Response Submission Expenses

The University will not be liable for any costs incurred by respondents in the preparation and production of a response to this RFQ.

11. Oral Presentation

PSP's who submit a response to this request may be required to give an oral presentation to the University. This oral presentation and all costs related thereto shall be at the expense of the PSP.

12. Insurance Requirements

The PSP agrees to provide at its sole expense the following insurance and limits:

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Professional Errors and Omission Coverage	\$1,000,000 limit
Auto Liability, including "non-owned liability"	\$1,000,000 combined single limit
Worker Compensation	Arkansas statutory coverages
Unemployment Compensation	As prescribed by Arkansas Law

The insurance policies shall be issued by insurance companies licensed to do business in Arkansas and acceptable to the University. The Commercial General Liability and Auto Liability shall name the University as additional insured in accordance with the following language: "Board of Trustees of the University of Arkansas, its Trustees, Officers, and Employees." The vendor shall provide the University in advance a certificate and other evidence documenting the required coverage.

13. Independent Contractor

The PSP selected for the Software Project will be deemed to be an independent contractor and will not, under any circumstances, be considered an employee of the University of Arkansas at Monticello. Neither the PSP nor its employees have any authority to bind the University in any respect.

14. Conflict of Interest

The PSP must provide evidence, at the time of the response submission, that an agreement will not result in a conflict of interest with regard either to other work performed by the PSP or to potential conflict of interest among PSP staff. The PSP is prohibited from providing any subcontracting services in connection with the RFP's for the Software Project.

15. Contract and Grant Disclosure and Certification Form

Each response shall be accompanied by a completed Contract and Grant Disclosure and Certification Form in accordance with the State of Arkansas Executive Order EO-98-04. Please visit [www.arkansas.gov/dfa/procurement/pro\\_eo9804.html](http://www.arkansas.gov/dfa/procurement/pro_eo9804.html) for additional information regarding this Executive Order and the Form. Enclosed is a blank copy of the required Form.

16. Contract

Unless clearly indicated otherwise in the response to this request, the PSP agrees to the provisions stated herein and fully agrees these provisions shall become a part of any agreement entered into by the PSP and the University. A PSP must clearly state in the response to this request that the PSP cannot agree to certain provisions and must clearly identify the provisions to which it is not agreeable.

17. Pricing

The PSP shall provide a full detailed listing of costs for the services to be provided. Travel expenses shall be listed separately. PSP shall describe procedures for pricing additional or revised work.

18. Pricing Response Submission

The PSP must submit with their response package a price proposal in a separate sealed enveloped titled "Pricing." No price information is permitted in any other envelope in the response package.

19. Contract Guidelines

The PSP should note the following in regard to the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of the response.

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

1. To support continuation of performance in a subsequent year of a multi-year contract when funds are not appropriated or otherwise made available. The PSP may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the commodities or services delivered under the contract. No other termination charges shall be authorized.
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

3. To indemnify and defend that party for any liability and damages; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of commodities/services and reimburse that party for the loss caused solely by the State's use or possession, provided that such obligation is determined by and under the procedures of the Arkansas State Claims Commission (this is the only form of indemnification to which the State can agree).
4. Upon default, to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To conduct litigation in a place other than Pulaski County, Arkansas.
7. To agree to any provision of a contract which violate the laws or Constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
  - a. The right to possession.
  - b. The right to accrued payments.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Include language that in the event the legislature of the State of Arkansas does not appropriate funds for the services described in this Agreement, the University may, upon thirty (30) days written notice to the PSP, cancel this Agreement as to that for which no appropriations were made; or, in the event that there are no funded appropriations from which payment can be made for the services described in this Agreement, the University may, upon thirty (30) days written notice to the PSP, cancel this Agreement as to that for which there are no funded appropriations from which payment can be made.

20. Agreement/Contract

The PSP shall include with its response any proposed agreements that will bind the University if the PSP is granted the successful award.

21. Indemnification

The PSP will indemnify, hold harmless and defend the University, its Board of Trustees and employees against all liability, claims and costs for whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or work in connection with this contract, resulting in whole or in part from the negligent acts, or omissions of the PSP, its employees, agents, representatives, or subcontractors.

22. Performance Bond and Payment Bond

If an award is granted, the successful PSP shall furnish a Performance and Payment Bond in the amount equal to 100% of the contract price. The bond shall be written by a surety company authorized to do business in the State of Arkansas.

23. Equal Opportunity

The PSP must comply with all applicable federal, state and local laws, and regulations, which provide educational and employment opportunities to all persons, regardless of their economic or social status. The Vendor must not discriminate on the basis of race, color, religion, creed, gender, ethnic or national origin, disability, age, veteran status, or any legally protected class. A copy of the PSP's Equal Opportunity Statement shall be submitted with the response.

24. Employment of Illegal Immigrants

Arkansas Law (Act 157 of 2007) requires the PSP to certify, prior to the award of any agreement that they do not employ or contract with any illegal immigrants. PSP's must certify at following website:

[http://www.arkansas.gov/dfa/procurement/pro\\_immigrant.html](http://www.arkansas.gov/dfa/procurement/pro_immigrant.html)

This is a mandatory requirement and failure to certify may result in rejection of your response. No award will be made to a vendor that has not completed the certification.

25. Submission of Responses

Written responses will be accepted by the University of Arkansas at Monticello Procurement Manager if received not later than 3:00 p.m. (Central Standard/Daylight Saving) time on March 18, 2008. All responses shall be clearly marked with identification number "AX 0708 031" and addressed to:

REQUEST FOR QUALIFICATIONS FOR A PROFESSIONAL SERVICE PROVIDER (PSP) TO MANAGE THE  
PURCHASE AND IMPLEMENTATION OF ADMINISTRATIVE SOFTWARE PACKAGE FOR THE  
UNIVERSITY OF ARKANSAS AT MONTICELLO

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Ms. Gay Pace  
Procurement Manager  
University of Arkansas at Monticello  
Babin Business Center, Room 205-B  
140 University Place  
P.O. Box 3597 – UAM  
Monticello, AR 71656

PSP's must submit one (1) original and seven (7) copies of their responses. The original must contain original signatures. Responses must be signed by an official authorized to bind the PSP to the resultant contract. Seven (7) copies of descriptive literature must be submitted with the response.

Each PSP is solely responsible for the timely delivery of the response by the specified deadline. State law requires that the response be submitted no later than the date and time specified in this request. Any vendor mailing a response should allow a sufficient mail delivery period to ensure timely receipt of the response by the issuing office. Any responses received after the scheduled opening date and time will be immediately disqualified. All responses shall be guaranteed and binding for a period of not less than ninety (90) days past the response opening date.

All responses to this request will become the property of the University and will be open for public inspection after the opening in accordance with the laws of the State of Arkansas.

26. Right to Negotiate

Upon evaluation of the responses to this request, the University of Arkansas at Monticello reserves the right to enter into negotiations with one or more PSP's (not necessarily the PSP with the lowest deliverable price submission) that appear to have submitted a response that meets the needs and requirements of the University. Negotiations could include, but not be limited to, price and the terms and conditions of this request.

27. Right to Accept or Reject

UAM reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities, and to grant an award to best serve the interest of the University and the State of Arkansas. This request does not in any way commit UAM to contract for the services listed herein.

28. Evaluation Criteria

The successful PSP will be selected on the basis of the responses submitted which, in the judgment of the University, is in the best interest of this University when all evaluation criteria are considered. The responses will be evaluated by a University selection committee on the following criteria:

A. Demonstration of expertise, education, proficiency, and knowledge applicable to the Scope of Work.	20%
B. Evidence of relevant experience with higher education institutions.	15%
C. Evidence of successful strategies, workflow processes, time scheduling, and monitoring plan for staying within allowed budgets.	30%
D. Ability to coordinate and manage all phases of the Software Project. This includes proposed management and technical approaches for this Software Project as well as evidence of successful management and technical approaches used in similar projects.	20%
E. Adequacy and qualifications of proposed staffing.	<u>15%</u>
Total Percentage	100%

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