



**HENDERSON**<sup>®</sup>  
S T A T E U N I V E R S I T Y

**Request for Proposal  
#17-25**

**Enterprise Resource Planning System  
(ERP Solution)**

**Issued by:  
Henderson State University  
Purchasing Department  
Tim Jones, Director  
1100 Henderson Street  
Arkadelphia, AR 71999-0001  
870-230-5117 phone, [jonest@hsu.edu](mailto:jonest@hsu.edu) email**

## Request for Proposal (RFP) ERP Solution

**PROPOSAL RELEASE DATE:** 4/3/2017

**PROPOSAL DUE DATE:** 4/28/2017

**PROPOSAL DUE TIME:** 12:00 PM CST

**SUBMIT ALL PROPOSALS TO:** Tim Jones  
jonest@hsu.edu

### **Signature Required For Response**

Respondent complies with all articles within the RFP document. If Respondent receives the University's purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

<b>Vendor Name:</b>	
<b>Mailing Address:</b>	
<b>City, State, Zip:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

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

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

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

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

## 1. DESCRIPTION AND OVERVIEW OF RFP

Henderson State University is soliciting proposals in response to this Request for Proposal (RFP) from qualified vendors for the acquisition of a comprehensive and integrated Enterprise Resource Planning System. The University's vision is an enterprise system to support leading practices in Financial Management, Human Capital Management and Student Administration for all University operations and activities. Implementation and integration services will be included in the procurement.

The project goals and objectives of the University are to:

- Acquire a modern ERP solution that effectively processes the volume and type of transactions required by the University;
- Improve the efficiency of administrative operations;
- Implement user-friendly intuitive systems across the institution;
- 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;
- Take advantage of continuing advancements in functionality and technology that would enable future improvements in business and administrative practices.

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

- SaaS: software and hardware are centrally hosted and managed in a shared cloud infrastructure and licensed via a subscription model; or
- PaaS: software and hardware are centrally hosted and managed in a dedicated off-premise infrastructure. The software can be licensed through a lump-sum purchase or via a subscription.

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

## 2. SCOPE OF WORK

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

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

### 3. COSTS

Respondents must provide detailed/itemized pricing for each individual component, and/or the overall University, as listed in the *Cost Schedules* section of this RFP document. Pricing must be valid for 180 days following the bid response due date and time. The University will not be obligated to pay any costs not identified on the *Cost Schedules*. By acknowledging this RFP section, the Respondent certifies that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the bid.

### 4. VENDOR REFERENCES

The University requires assurance that the offered products function properly, and will verify references supplied by the Respondent. Responders will provide the names of three US universities of similar size (approximately 3,600 students) and similar Carnegie classification (<http://carnegieclassifications.iu.edu/>) to Henderson State University. It is assumed that Respondents will have done sufficient research to understand the University's profile and mission.

The University reserves the right to request or obtain additional information about the vendor references. The University 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.

The following information should be provided for each reference:

- a. Organization Name;
- b. Organization Description (e.g., Carnegie classification);
- c. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address
- d. Number of Employees;
- e. Student Enrollment (if applicable);

### 5. PRE-PROPOSAL CONFERENCE

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

### 6. RESPONDENTS RESPONSIBILITY TO READ RFP

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

### 7. PROJECTED TIMETABLE OF ACTIVITIES

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

Monday, April 3, 2017	RFP released to prospective Respondents
Friday, April 14, 2017	12:00 PM CST - Last date/time questions are accepted
Friday, April 28, 2017	Proposal submission deadline 12:00 PM CST
May, 2017	Software Demonstrations/Respondent Presentations
June, 2017	Notice of Intent to Award
Upon Award	Contract Negotiations Begin (upon intent to award)
Fall, 2017	Service to Commence

**NOTE:** *The successful bidder will enter into a Technical/General Services Contract that will require legislative review/approval prior to any work conducted.*

## **8. CONTRACT TERM AND TERMINATION**

The term ("Term") of this contract will be for a period beginning from the date of award. If mutually agreed upon in writing by the Contractor and the University, the University reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of eighty-four (84) months. The University 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 University 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 University. Additionally, the agreement may be terminated, without penalty, by the University without cause by giving thirty (30) days written notice of such termination to the seller.

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

c) In no event shall such termination by the University as provided for under this section give rise to any liability on the part of the University including, but not limited to, claims of Respondent for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University'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. Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent via email to:

Tim Jones, Purchasing Director  
[jonest@hsu.edu](mailto:jonest@hsu.edu)

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available by email. During the time between the bid opening and contract award(s), with the exception of Respondent questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the Respondent. Specifically, the persons named herein will initiate all contact.

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

## **9.2 Respondent Employees and Agents**

The Contractor shall be responsible for the acts of its employees (including subcontractors) and agents while performing services pursuant to the Agreement. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the University 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 University's facilities for any activity or operation other than the operation and performance of services as herein stated. The University reserves the right to deny access to any individual. The following conduct is unacceptable for the 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 University campus or reported to the University 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 University and on and within all vehicles on University property, and on and within all University vehicles at any location.

## **9.4 Disputes**

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

## **9.5 Conditions of Contract**

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

## **9.6 Electronic Downloading; Taxes**

To the maximum extent possible, Contractor shall offer University 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 University 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 University.

## **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 University under the direction of the University when the Data is no longer needed for its specified purpose, at the request of the University.

## **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 University, 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 University upon request by the University.

## **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 University 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 University upon request. In addition, Contractor shall defend, indemnify, and hold harmless University, 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 University 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 University.

#### **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 University, 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 University 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 University.
- c. Contractor consents, upon reasonable advance notice, to University's right to conduct an on-site audit of Contractor's security program.
- d. Notwithstanding any other provisions of the Contract, University 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 University reasonably determines that Contractor's security program is inadequate.
- e. Contractor shall defend, indemnify, and hold harmless University, 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 University 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 University 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**

University represents and Contractor acknowledges that University 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 University from Contractor, or determined to be joint confidential information, is requested by a third party, then University 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 University, in writing, within three (3) business days following Contractor's receipt of University's notification or as otherwise permitted by Arkansas law. Contractor's written response shall indicate the specific documents that Contractor shall require University to withhold with respect to the third party request. The University 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 University.

#### **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 University.

#### **9.21 Exception to Reverse Engineering Prohibition**

University 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 University 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 University to the Contractor. At the end of the cure period the University 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 University, pursuant to or in connection with the contract ("Contract IP"), will be owned by the University, 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 University (or if ownership of all rights therein does not otherwise vest exclusively in the University), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to the University 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 University. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of the University, to do such acts, and sign, and deliver all such instruments requested by the University to vest in the University the entire right, title and interest to the Contract IP, and to enable the University to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the University's cost and expense, to cooperate with the University 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 University in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants the University 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 University in the course of performance of the contract.
- c. Contractor acknowledges that University's marks and logos are the exclusive property of the University. The parties agree that no contract with Contractor will transfer, license, or allow any use of the University's logos or other marks except to the limited extent that may be set forth in a contract with Contractor. Unauthorized use of the logos or any other marks of University by Contractor or its respective employees, affiliates, or subagents constitutes infringement of University's rights and a material breach of the Contract. Under no circumstances may Contractor use University's name, logos, or any other marks in such a manner as to imply or state an endorsement of Contractor by University. 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 University.
- d. Contractor warrants and represents that any intellectual property sold or licensed to University 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 University 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.
- b. 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.**

- c. 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 Contract and Grant Disclosure and Certification**

Any contract, or amendment to any contract, executed by the University 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.

### **9.25 Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of the University. 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 University.

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 University policies, and federal, state and local laws, ordinances, and regulations.

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

#### **9.27 Reservation**

This RFP does not commit the University 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 University reserves the right to accept or reject (in its entirety), any response received as a result of this RFP, if it is in the best interest of the University to do so. In responding to this RFP,

Respondents recognize that the University may make an award to a primary vendor; however, the University reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

#### **9.28 Qualifications of Bidder**

The University 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 University all such information and data for this purpose that the University may request. The University reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy the University that such Respondent is properly qualified to carry out the obligations of the Agreement.

#### **9.29 Default**

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

#### **9.30 Non-Waiver of Defaults**

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

#### **9.31 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 University. The relationship of the Respondent and University is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

#### **9.32 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.

#### **9.33 Proprietary Information**

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

#### **9.34 Disclosure**

Disclosure is a condition of this contract and the University 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.

#### **9.35 Proposal Modification**

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

#### **9.36 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.

#### **9.37 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.

#### **9.38 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University Purchasing Official, in writing, and the University 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.

#### **9.39 Award Responsibility**

The University Purchasing Official will be responsible for award and administration of any resulting contract(s). The University reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the 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 University, best meets the overall goals and financial objectives of the University. A resultant contract will not be assignable without prior written consent of both parties.

#### **9.40 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 University. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of the University.

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 University processes, employees, including proprietary information, trade secrets, and intellectual property to which the University 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.

#### **9.41 Respondent Presentations**

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

#### **9.42 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.

#### **9.43 Funding Out Clause**

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

#### **9.44 RFP Interpretation**

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

#### **9.45 Time is of the Essence**

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

#### **9.46 Formation of the Agreement/Contract**

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

NOTE: The successful Respondent will enter into a Technical/General Service Contract that will require approval prior to any work conducted.

### **10. INSTRUCTION TO BIDDERS**

Proposals will be publicly opened in the Purchasing Office, Womack Hall, Henderson State University, Arkadelphia, Arkansas, 71999, at 12:00 p.m. CST, on the proposal due date. All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

**Respondents must submit one (1) signed original of their Technical Proposal in a binder, organized as indicated in Section 15.** Do not include cost information in the Technical Proposal. The original response shall include an electronic copy of the Requirements response. One (1) copy



of any referenced or otherwise appropriate descriptive literature should accompany the Technical Proposal.

**Respondents must submit one (1) signed original of their Cost Proposal in a separate binder, organized as indicated in Section 16. The Respondent must also submit one (1) electronic copy of their complete Cost Proposal.** 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.

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

Henderson State University  
Purchasing Office  
1100 Henderson St  
Arkadelphia, Arkansas 71999

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 University 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 University, 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.**

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, 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.

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.

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

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

1. Failure of the 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.
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.

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

## **11. INDEMNIFICATION AND INSURANCE**

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

The successful 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 University.

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

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

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

## **12. EVALUATION AND SELECTION PROCESS**

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

The University reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to the University. Respondents who are selected as finalists will make software demonstrations and presentations to the Evaluation Committee on the Henderson State University campus.

Where contract negotiations with a Respondent do not proceed to an executed contract within a time deemed reasonable by the University (for whatever reasons), the University may reconsider the proposals of other Respondents and, if appropriate, enter into contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of 180 days after the due date and time for submission of proposals. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

### **A. Functionality, Capability and Integration of Solution (50 Points)**

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

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

### **B. Qualifications and Experience (20 Points)**

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

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

### **C. Cost (30 Points)**

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

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

$$d = (a/b) (c) \quad \text{where}$$

a = lowest cost bid in dollars

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

c = maximum points for Cost category (30)

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 University reserves the right to request an official “Best and Final Offer” from Respondents if it deems such an approach in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to the University. If the University 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 SOFTWARE SCOPE**

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

- Financial Management
  - General Ledger
  - Budgetary Control
  - Accounts Payable
  - Accounts Receivable
  - Cash Management
  - Cost Accounting/Cost Allocation
  - Debt Management
  - Grant Management
  - Project Accounting
  - Asset Management
  - Budget Development
- Procurement
  - Commodities
  - Catalogs and Punch-Out

- Requisitions
- Purchase Orders
- Receiving
- P-Cards
- Strategic Sourcing
- Vendor Management
- Inventory
- Human Capital Management
  - Personnel Administration
  - Classification and Compensation
  - Position Control
  - Benefits Administration
  - Employee Relations
  - Applicant Services
  - Employee Performance
  - Learning Management
  - Payroll
  - Leave Management
  - Time and Labor
- Student Administration
  - Admissions and Student Recruitment
  - Student Records
  - Student Accounting
  - Financial Aid
  - Learning Management
  - Advising and Degree Audit
  - Student Services
  - Housing and Dining
- Facility and Event Management
- Reporting and Data Analysis

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

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

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

## **14.2 SERVICES SCOPE**

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

## Project Management Services

The Respondent shall provide Project Management services involving discovery, planning, design, development, testing, deployment, from project start to project closing, so that all project processes, intermediate milestones, and final deliverables are completed according to preset specifications of time and quality. To this end, the Respondent will provide a general overview of the Project management methodology, and specific to ERP deployment that the Respondent deems essential elements for project success.

## Hosting Services

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

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

Environments for SaaS Delivery Model	Environments for PaaS Delivery Model
<ul style="list-style-type: none"><li>• Testing;</li><li>• Training; and</li><li>• Production environment.</li></ul>	<ul style="list-style-type: none"><li>• Baseline (version as delivered);</li><li>• Integrations/Development;</li><li>• Testing;</li><li>• Training; and</li><li>• Production environment.</li></ul>

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

- Provide for hosting through data center(s) that comply with, at a minimum, Tier Three (3) data center standards;
- Reside at data center(s) within the Continental US;
- Ensure data center personnel (including any third-party personnel with access) can pass University-approved background checks;
- Include the installation, technical support, and secure access to the ERP software, third-party software, and all other development tools and software expected for the ERP project;
- Provide availability of and access to the required instances within the timelines identified in the approved ERP implementation work plan;
- Provide high availability and access to the required instances, with scheduled maintenance times approved by the University;
- Support the scheduling of down-time in coordination with the University to minimize the impact of down-time windows;
- Meet a response time standard of less than three (3) seconds for screen-to-screen for 95% of all transactions and less than one (1) second for field-to-field activity (tabbing between fields on a screen) for 95% of all transactions;
- Provide capacity management, which refers to the planning and control of all University and support components (e.g., CPU, memory, disk space, tape, network bandwidth, electrical, HVAC) to ensure sufficient infrastructure resources to satisfy the University's University and application requirements;

- Provide security for the software environments consistent with the University security requirements (see Section 9.14, Security Controls; Section 9.16, Safeguarding of Customer Information; Section 9.17, Federal Education Rights and Privacy Act; and Section 9.18, Health Insurance Portability and Accountability Act);
- Provide security for confidential or sensitive data contained in the software environments by encrypting or scrubbing (i.e., change to a constant value, assign a sequential value, or blank) reasonable University-identified sensitive data;
- Provide for fail-over of the ERP infrastructure for a failed component or server;
- Provide for fail-over of the ERP infrastructure in the case of disaster, with no more than the loss of one day of data;
- Provide University availability monitoring tools, employed by the Respondent, and with results provided to the University on a weekly basis; and
- Provide source code access to any customized modules, extensions, components, and features that are not part of the base ERP software.

### **Managed Application Services**

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

The Respondent shall provide:

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

### **THIRD-PARTY SOFTWARE PROVIDER**

All Third-Party Software Providers (TPSP) included in the proposal must provide the same information listed for the Respondent. In addition, the TPSP must provide:

- a. The name, title, address, e-mail address, and telephone number of the individual(s) who are authorized to make representations on behalf of and legally bind the TPSP; and
- b. The name, title, address, e-mail address, and telephone number of the individual that will function as the primary contact for the TPSP.

The TPSP must provide two (2) references from organizations, other than from within the University, where the software/modules that are the subject of this solicitation are currently in production usage. To the extent possible, provide references for higher education customers of a similar size/complexity as the University.

## **HOSTING SERVICES PROVIDER**

The Hosting Services Provider (HSP) must include a detailed narrative description of its organization. (NOTE: If the Hosting Services Provider is the same company as the Primary Software Provider, any identical information does not need to be repeated.) The narrative must include the following:

- a. Brief overview of business operations, with an emphasis on ERP-related hosting services in higher education;
- b. HSP's ERP experience in higher education institutions. This discussion may also include public sector or commercial customers who are similar in size and complexity to the University;
- c. Date established;
- d. Company legal name and legal form of ownership;
- e. Location in which the PSP is incorporated;
- f. Office location(s) responsible for performance of proposed hosting activities;
- 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 10 years, the HSP has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
- j. A statement of whether there are any pending Securities Exchange Commission investigations involving the HSP, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the HSP's performance in a Contract under this RFP;
- k. A listing of all contracts or purchase orders that HSP executed or accepted within the last five (5) years and which were canceled or terminated prior to completion by any university, state agency or other entity with which HSP contracted. For each such contract or purchase order, HSP must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm's contact person. If none, specify none;
- l. A statement documenting all open or pending litigation initiated by HSP or where HSP is a defendant in a customer matter; and
- m. Full disclosure of any criminal or civil offense.



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

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

**Software Solution.** The Respondent will provide narrative responses regarding the proposed software solution, organized in accordance with the outline below.

### **Proposed Business Software Applications**

1. Provide an overview of the Respondent's comprehensive software solution, modules/software proposed, and the integration of the modules proposed to meet the University's requirements. This section is intended to be a high-level overview of the product(s) offered.
2. In this section, the Respondent should provide a detailed product summary chart that lists:
  - Each Software Provider (please list the Primary ERP Provider first);
  - The different product sets to be provided by each Software Provider;
  - The modules / functions within those product sets;
  - The release level of the products to be used;
  - The next release / version level to be released; and
  - The planned release date of the next release / version.
3. After the summary chart, the Respondent shall provide a description of all application software modules (including third-party and data analytics/reporting applications) necessary to meet the requirements specified in this RFP. For each module, the Respondent must summarize in one (1) page the key features and functions of that module, as well as the major integration points of the module.
4. Following is a brief explanation of expected response:
  - Module Name – Indicate the module name (e.g., General Ledger, Accounts Payable) from the proposed software solution.
  - Narrative Description of Major Functions – Describe in narrative form the major business process functions addressed by the module. Describe the key features of the module and how the module addresses the pertinent business needs of the University.
  - Integration Points – Describe the integration of the module with other modules in related business processes. An exhaustive listing of all integration points is not required. The intent is to provide a general understanding of relationships and dependencies between software modules.
5. Describe the features of your user interface that makes the system easy to learn and use for both novice and expert users. Include features such as help screens, navigation aids, online manuals, configurable menus, configurable hot keys, configurable tab order, search tools, using multiple windows, etc. Include a description of how the interface can be

configured to University-specific business processes and rules. Include a discussion of coding reduction tools or validation rules that help to ensure quicker, more accurate data entry.

6. Describe features of the software that are designed to meet the unique needs of higher education. What functionality does the solution provide that supports the mission of Henderson State University?

### **Business Process Analysis**

The University will undertake a Business Process Analysis as part of the system implementation process. Describe the services available to conduct such an analysis to align University processes with efficient and effective functioning of the ERP system.

As a result of the Business Process Analysis, the University will avoid modification to source code software to meet its business needs and follow best business practices inherent in the software. However, the University may have business requirements that are unique to Arkansas and/or to the University. With this understanding, in this response the Respondent should describe its capabilities and approach to addressing client specific needs through configuration or other means without modifying the software source code. These could include the ability to:

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

Describe the high-level approach to responding to changes in Federal or State regulations that would affect business processes or University functionality. How often are these types of updates released? Who is responsible for applying and testing them? How often are tax updates released for the application(s)? What is the Respondent's policy regarding the timeliness of updates in relation to Federal and State implementation deadlines?

Describe the document management/imaging capabilities that are built in or delivered as part of the base University. List the document types that may be stored, and describe the process for entry, access, management and archiving. How can the integrated imaging University fulfill an admissions applicant's requirements for submitting materials that are not entered online? Provide a discussion of the technology that is used to manage the documents.

Describe which third-party document management systems are supported by the system. Describe how it is integrated to provide a seamless experience to the user. Provide a discussion of any technology that is required (hardware, software, middleware, utilities, etc.) for proper operation and maintenance of the system.

### **Application Architecture**

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

the following:

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

The University is concerned about system availability and performance during peak usage times, e.g. student registration. Describe Respondent's approach to scale the application in response to spikes in demand. Can the software and hosting architecture allow 24-hour access (no scheduled downtime) during these periods?

Describe how performance may be impacted by heavy reporting/query/analytics use. Is there an alternative data mart/reporting engine or another solution to relieve performance pressure from the primary University?

### **Desktop/Browser**

Identify the minimum and recommended desktop configuration requirements. Catalog the web browsers (including minimum release level) that are compatible with your system.

Are there any third-party products or significant browser configuration changes required to run the product? Does any software proposed require a browser plug-in or any installation of code on the device?

### **Self-Service/Mobile Capabilities**

Please describe the overall approach to self-service functionality embedded in the proposed ERP.

Describe Respondent's strategy and software compatibility with mobile devices, including iOS, Android, Windows Phone or other platforms such as kiosks, scanners or hand-held terminals. Describe which mobile operating systems are supported with native apps, and if a mobile/responsive version of the application exists.

Describe common functions or applications that can be accessed on these platforms in the delivered solution, including common use cases for the alternative platforms, as well as a high-level overview of what features/functions *cannot* be accessed via a native app or a mobile version of the application.

### **Security**

Respondent should describe the security approach within the ERP. The system shall provide application controls to prevent unauthorized use of the system, maintain University process controls, and log all transactions. In addition, the system shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate. This description should address, but is not limited to:

- Single sign-on and ability to integrate with identity management solutions (identify identity management solutions previously integrated, and provide recommendation, if any);
- Data encryption both in transit and at rest (indicate if there is additional cost for encryption of data at rest);

- Any support for third-party data encryption;
- Built-in multi-factor identification capability and/or support for third-party multi-factor authentication;
- Configurability of security;
- Role-based authorizations, including any workflow to automate security provisioning;
- Database access;
- Data privacy;
- Handling classified or confidential data; and
- Preservation and auditability of data and changes.

Describe how the system security will limit users to view and update information for only their assigned unit(s) or department(s).

How do security definitions apply to report writers, particularly proposed third-party reporting/business intelligence software?

Describe how security roles are added/removed when changes occur (e.g., user changes department). Describe any automation capabilities to streamline the addition or removal of security role when personnel changes occur.

Does the solution provide any delivered capability to redact or mask sensitive information in the training environment (e.g., social security number) that was copied from production?

Describe how the proposed University will provide a detailed audit trail to allow the authorized user to trace the history of all changes in user data or in system configuration. How does the University facilitate the audit of security accounts, roles and access?

Are there any system functions that are available within the network that are not available to users outside the network? Can the University support higher-security access from outside the network, such as VPN?

Describe capabilities to alert administrators of unusual or suspicious changes to data.

Describe the tools, processes or capabilities in the system for archiving data. What do you recommend for an archiving policy for your system? What features or capabilities are delivered with the system to support the storage and retrieval of archived data? Is archived data discoverable during search?

How is data validity and integrity assured?

Describe any capabilities for records retention in the event of a legal hold or litigation.

### **Data Management Capabilities**

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

**Training**

Describe the level, timing, and pedagogical approach to training University technical and functional users of the system.

**Accessibility**

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

**Data Analytics and Reporting**

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

- Data analytics and reporting capabilities inherent in the ERP system, and additional data analytics/reporting tools that may help the University further its analytics/reporting strategy;
- How data from the ERP can be incorporated and merged with data in any existing University Data Warehouses or other data sources, including what tools would be used or required to accomplish this;
- Any limitations or governors in place to limit web services calls, if applicable.

**Key Differentiators**

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

**Optional Products/Services**

In addition to the requirements and other specifications in this RFP, the University 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 University. These might include alternative implementation timelines or deployment approaches, different products or approaches to the integration of ERP data with other systems, alternate approaches for University access to legacy ERP data, or any other aspect where the Respondent could offer value to the University. The University invites the Respondent to present concisely these suggested changes here. Any product or service presented in response to this section must be an optional added-value component, and not required to meet a requirement or specification from this solicitation. The University may or may not consider any proposed alternatives. The costs associated with any of these alternatives may be presented on the Cost Schedule as optional costs.

**Software Vendor Support.** The Respondent will provide responses regarding the proposed support procedures and policies for the proposed software, organized in accordance with the outline below.

**Software Licensing**

Respondent should include a copy of each proposed Software License and Annual Maintenance Agreement or SaaS Subscription Agreement for all proposed software, including third-party software.

Respondent should provide an explanation of the software licensing or subscription fee basis upon which costs have been calculated (e.g., number of employees, full-time

enrollment, University budget).

### **Software Maintenance and Customer Support Services**

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

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

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

### **Software Updates and Upgrades**

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

Respondent should describe its upgrade strategy for the proposed software, an overview of its upgrade strategy, what support capabilities and tools are provided to facilitate the upgrade process, and the number of software versions that are currently supported.

The Respondent should also explain how its upgrade process affects user-defined fields, user-defined tables, and other configuration items. Is there any assurance that updates will not break existing configurations and/or supported interfaces?

If third-party applications are proposed, describe the impacts if either the ERP software or the third-party application is upgraded, and support responsibilities for each software product. How soon after release of a new third-party update will it be integrated into the overall solution?

What is the typical new functionality release schedule? Does this include mobile apps?

Describe the release process for new functionality. How are they tested? How are these managed and migrated to production? Are clients forced to take updates and, if so, how often?

Describe the process for bug fixes. Is there commitment for how quickly bugs will be identified and resolved, or a workaround implemented?

**University Documentation**

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

Describe the system/technical documentation that is delivered with the University. Provide representative examples.

**User Community**

Respondent should describe how customers are able to participate in and influence product direction and enhancements.

What user groups are available to the University? How often do they meet and how are they structured? Does the software provider or the user group manage the agenda and contents of the meetings?

**Strategic Direction**

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

- Product feature and component development roadmap, including mobile device support and analytics support;
- Future technology direction and unique or differentiating technology approach;
- Development methodology and the extent to which it is customer driven;
- Commitment to higher education and future plans regarding functionality for higher education; and
- Strategic product plans for higher education.

**Hosting Services.** The Respondent will provide responses regarding the proposed software hosting solution, organized in accordance with the outline below.

Respondent should submit a Sample Statement of Work (SOW)/Service Level Agreement (SLA) to support the hosting (SaaS or PaaS) model being proposed. This Sample SOW/SLA will provide a starting point for drafting the final SOW/SLA that will be included in the agreement with the Respondent as part of contract execution. The Sample SOW/SLA should include a description of the roles and responsibilities for each of the services requested in this RFP and descriptions of all deliverables to be provided. The University expects disaster recovery to be specified in the SOW/SLA. Additionally, the Sample SOW/SLA should include a description of a sample service-level and penalty structure for potential inclusion in the final SOW/SLA.

As part of the response, describe your Tier 3 data center. Provide a technical overview that outlines the data center(s) architecture provided as part of the proposed PaaS/SaaS offering.

Where are the data centers (primary and secondary) located that would be used by the University? How long have you been hosting software for clients in these data centers?

How is application and hardware redundancy accounted for in the architecture?

The Respondent should describe a proposed timeline and approach for establishing and

maintaining the pre-production and production hosting infrastructure.

Describe scheduled maintenance windows required for the maintenance of the software. Describe how these maintenance windows relate to availability SLAs. How would the University be notified if non-scheduled maintenance needs to occur?

Describe Respondent's backup methodology and approach. What are the University's options if there is a need to restore data from the previous day, week or month?

Describe Respondent's backup, restore, and disaster recovery procedures. Include standard Recovery Point Objective (RPO) and Recovery Time Objective (RTO) metrics. In the event of a major incident, such as a disaster, how is order and precedence of restoration determined?

Describe all relevant certifications and attestations for hosting services. Include a copy of your latest SSAE 16 Type II report if available.

Describe all relevant compliance related standards for hosting services, including: PCI, FERPA, HIPAA, etc., and your ongoing to commitment to maintain these standards.

## **15. COST PROPOSAL**

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

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

The Cost Proposal shall consist of:

1. Cover sheet and table of contents for the Cost Proposal.
2. As a narrative response to this section, Respondents should document and submit all cost-related assumptions and such other information necessary for University personnel to thoroughly understand each Cost Schedule. If the cost assumption pertains to a particular line item or element on a cost schedule, the reference for the assumption should be provided.
3. Respondent shall submit a detailed cost proposal. Failure to provide the cost information fully may lead to a determination that the proposal is non-responsive.

The remainder of this section contains specific instructions concerning how Respondents are to address and submit the various cost worksheets Total cost of ownership will be calculated based on the multi-year cost as reflected on the Summary Presentation Schedule.

### ***Summary Presentation Schedule***

This schedule must reflect all costs required to acquire, implement and host the ERP solution, summarizing all costs in the subsequent schedules. Additionally, Respondents should document all cost-related assumptions in the Cost Proposal as described above.



### ***Schedule 1 – SaaS Delivery Model***

Respondents proposing a SaaS operating model should provide this information. Respondents should provide the proposed subscription service cost by year reflecting all SaaS Subscription Costs. Respondents proposing a SaaS delivery model may also propose selected software and services under a PaaS delivery model if necessary to address required functionality utilizing the PaaS Delivery Model Schedule. Assumptions and other information necessary for University personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in the Cost Proposal.

### ***Schedule 2 – PaaS Delivery Model***

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

- *Section 1 Software Licensing Cost* - This section should list the licensed software product(s) being proposed consistent with Section 14.2, Software Scope. A fixed price for all software to be acquired should be provided. Assumptions and other information necessary for University personnel to understand thoroughly the proposed pricing should be submitted as cost assumptions in the narrative response to this section.
- *Section 2 Software Annual Maintenance Cost* - This section should list the software annual maintenance cost for each software product proposed consistent with Section 14.2, Software Scope. Assumptions and other information necessary for University personnel to understand thoroughly the proposed pricing should be submitted as cost assumptions in the narrative response to this section.
- *Section 3 Pre-Production Hosting Cost* - This section should list pre-production hosting cost components, the basis for the costs, any initial setup costs and the monthly recurring costs. Respondents should assume that the University will be contracting for pre-production hosting during the recommended period of implementation. Additional assumptions and other information necessary for University personnel to understand thoroughly the proposed pricing should be submitted as a cost assumption in the narrative response to this section.
- *Section 4 Production Hosting Cost* - This section should list production hosting cost components, the basis for the costs, any initial setup costs and the monthly recurring costs. Respondents should assume that the University will be contracting for eight years of production hosting. It is anticipated that the required disaster recovery services would be included in this section. Additional assumptions and other information necessary for University personnel to understand thoroughly the proposed pricing should be submitted as a cost assumption in the narrative response to this section.

### ***Schedule 3 – Other Cost Components***

Respondents should utilize this schedule to describe and reflect any additional costs for services, such as training or business process analysis, being proposed that were not reflected on Schedules 1 SaaS Delivery Model or 2 PaaS Delivery Model. Each cost component should include a description of the cost component, the basis for the cost component, and the proposed cost of the component. Assumptions and other information necessary for University personnel to thoroughly understand the proposed cost components should be submitted as cost assumptions in the narrative response to this section.

### ***Schedule 4 – Payment Schedule***

Respondents bidding a PaaS operating model should provide a Payment Schedule. This schedule should reflect the estimated timing and payment amount for all payments required to match the Grand Total, All Costs from the Summary Presentation Schedule.

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

***Schedule 5 – Optional Costs***

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