



HENDERSON

STATE UNIVERSITY

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REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	RFP 19-13	Solicitation Issued:	April 23, 2019
Description:	Integrated Library System – Management System		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	May 17, 2019	Proposal Opening Time:	1:00 p.m., Central Time

Deliver proposal submissions for this Request for Proposal to Henderson State University Purchasing Department on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids".

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Henderson State University – Purchasing Department 1100 Henderson Street, Womack Hall, Room 314 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to HSU's street address on a schedule determined by each individual provider. These providers will deliver to HSU based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

HSU PROCUREMENT CONTACT INFORMATION			
Purchasing:	Tim Jones	Phone Number:	870.230.5117
Email Address:	jonest@hsu.edu	Phone Number:	
Website:	www.hsu.edu		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- ***Do not provide responses to items in this section unless specifically and expressly required.***

1.1 PURPOSE

Henderson State University – Purchasing Department (HSU) issues this Request for Proposal (RFP) on behalf of Henderson State University (HSU)- Huie Library, <http://www.hsu.edu/pages/academics/huie-library/> (a public institution) and Ouachita Baptist University (OBU)- Riley-Hickingbotham Library, <https://obu.edu/library/> (a private institution), to obtain proposals and a contract for a shared Integrated Library Management System from a qualified and experienced provider.

Statistical Information	
Collection:	
Print collection size (please include print books (volumes), serial back files, audio/visual, and serials held)	HSU 259,152 OBU 248,913
Ebook Collection Size	HSU 129,737 (128,000 leased)
FTE enrollment	HSU 3300/OBU 1587
Annual circulation	HSU 13,260 print 16,033 digital OBU 19,701
Number of physical locations/branches	HSU 1 / OBU 2
Associated Systems	
Current ILS	Sierra
Student information system - source of patron data files	HSU and OBU manual entry
Campus financial system	HSU Jenzabar / OBU in-house
Campus authentication service (Microsoft Active Directory, CAS, etc.)	HSU Microsoft Active Directory OBU Microsoft Active Directory
Interlibrary loan software	HSU OCLC, Clio / OBU OCLC
Discovery solution	HSU EDS / OBU none
Link resolver	HSU none /OBU JournalFinder
Course management software	HSU Canvas / OBU Moodle
Self-check machine provider	HSU None / OBU None
PC reservation software provider	HSU None / OBU None
Print management software provider	HSU Print Manager / OBU PaperCut
Consortial borrowing system	HSU and OBU - OCLC

The libraries of Henderson State University and Ouachita Baptist University require a cloud-based Integrated Library System (ILS) which will:

- Allow for management of library materials in all formats, including equipment
- Offer native integration of acquisitions, bibliographic records, and collection management modules
- Optimize the end-user experience
- Integrate with institutional archives to promote unique local content
- Provide discovery and availability of resources

- Streamline staff work, including collection development, acquisitions, cataloging, circulation, borrowing, and lending
- Allow students at the two libraries to search a combined discovery layer
- Provide an optimized interface that is mobile ready
- Facilitate reports for each library's needs
- Implement the system, including migration of data to the new ILS
- Provide staff training

1.2 **TYPE OF CONTRACT**

- A. As a result of this RFP, HSU/OBU intend to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract should be July 1, 2019, except that the actual contract start date may be adjusted forward unilaterally by the State/HSU for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and HSU, the contract may be renewed for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 **ISSUING AGENCY**

HSU-Purchasing, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 **PROPOSAL OPENING LOCATION**

Proposals will be opened at the following location:
Henderson State University – Purchasing Department
1100 Henderson Street, Womack Hall, Room 314
Arkadelphia, AR 71999-0001

1.5 **ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 **DEFINITION OF TERMS**

- A. The Agency Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
 - The *Official Bid Price Sheet (Detailed Pricing information presented on company letterhead)*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*

- a. Three (3) complete hard copies (clearly marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If HSU requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the Official Bid Price Sheet (see 1.7 Response Documents)
- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (clearly marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Voluntary Product Accessibility Template* (VPAT).
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before April 29, 2019 to HSU Purchasing as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by HSU Purchasing. HSU's consolidated written response is anticipated to be posted to the HSU (hsu.edu) website by the close of business on **date**. If Prospective Contractor questions

are unclear or non-substantive in nature, HSU may request clarification of a question(s) or reserves the right not to respond to that question(s).

- B. The Prospective Contractor should notify HSU Purchasing of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the HSU Purchasing with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by HSU will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by HSU.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* that is included with the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

1.11 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by HSU.

1.12 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on their Official Bid Price Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is to be created on company letterhead.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the proposal opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime Contractor.

- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.14 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through HSU Purchasing.
- B. Do not alter any language in any solicitation document provided by HSU.
- C. Do not alter the documents provided with this RFP (if any).
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to HSU Purchasing.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals, but must be packed separately and marked accordingly.

1.17 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by HSU Purchasing will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the HSU website, <http://www.hsu.edu>, for any and all addenda up to proposal opening.

1.18 AWARD PROCESS

A. Successful Contractor Selection

The Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. HSU may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If HSU so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of HSU.
2. If negotiations fail to result in a contract, HSU may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on HSU website.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. HSU may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the HSU website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. The Agency Procurement Official will be responsible for the solicitation and award of any resulting contract. The Joint Educational Consortium will become a part of the process once the award is made.

1.19 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

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

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with Office of State Procurement that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.25 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State/HSU for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.27 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.28 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.

1.29 RESERVATION

The State will not pay costs incurred in the preparation of a proposal.

SECTION 2 –REQUIREMENTS

2.1 ABOUT YOUR COMPANY AND YOUR PRODUCT

On company letterhead, please provide an overview of your company, highlighting its history and experience in providing the proposed ILS to libraries. Please include the type of company (individual, partnership, corporation, nonprofit corporation, etc.), years in business and the number of employees.

What is your company's mission/philosophy?

Identify staff members who would be involved in implementing the proposed solution, including a summary of their qualifications.

Library system expertise

How many customers are currently running your ILS? Were any of these migrated from the system currently used by our library?

Discuss your company's history and partnership with libraries, museums, archives, or similar cultural institutions.

Discuss the role that research and usability testing plays in the development of your system.

List any professional awards or technical recognition your company has received in the past five years.

Unique solution elements

What specific features distinguish your system from other solutions?

References

Provide the names and contact information for a minimum of three (3) references currently using the proposed system.

FUNCTIONAL REQUIREMENTS

The following sections contain both checklist items and narrative questions. Use the relevant response code for each checklist item, clarifying your response in the Comments column when necessary. Provide any lengthier comments and/or screenshots in a separate attachment.

Required Functional Requirements are noted with an **R** in the first column.

Response Codes:

A – Available. The feature or component is available and in use by libraries today. Available features are assumed to be part of the general system and available at no additional cost.

D – Under Development. The feature or component is currently being developed by the vendor for release at a later date. Vendor should specify the projected date for release and indicate whether there is a separate cost.

U – Unnecessary. The feature or component is unnecessary as described because the system provides an alternative means for achieving the desired function. Vendor should explain the alternative approach in the comments.

N – Not available. The feature or component is not currently available, nor is development planned.

O – Optional. The feature or component is available and in use by libraries today as a separately priced option. Please specify the additional cost in the Pricing section.

System

Architecture

		FUNCTIONAL REQUIREMENTS		
		SYSTEM		
		Architecture	Code	Comments
1.	R	System is hosted by the vendor in a cloud or Software-As-A-Service (SaaS) environment. Please indicate cloud or SaaS in the Comments.		
2.	R	System is a true multi-tenant solution, so that updates happen automatically, allowing the library to always have the latest version with the latest enhancements.		
3.	R	System access requires only a web browser. Specify which browsers are supported by your system.		
4.	R	Staff and user interfaces are ADA (Section 508) compliant for users with disabilities. Please describe any exceptions in the comments.		
5.	R	System access requires reasonable network connectivity to the Internet. Specify the minimum and recommended bandwidth needed to access the system.		
6.	R	System is accessible using multiple operating systems (e.g., Windows, OS/X, Linux). Specify any functional limitations that might exist for particular operating systems.		
7.	R	System provides effective and continuous monitoring of its performance and uptime to meet agreed upon service level commitments.		
8.	R	System supports basic fulfillment capabilities during a local institution outage (e.g., an offline circulation component). In the Comments, please describe this capability in more detail.		

Reliability and performance

		FUNCTIONAL REQUIREMENTS		
		SYSTEM		
		Reliability and performance	Code	Comments
9.	R	System must be fully available and accessible 24/7, excluding downtime for maintenance and upgrades. Specify the infrastructure in place to ensure this requirement.		
10.	R	Company warrants the performance of its system to at least 99 percent effective uptime.		
11.	R	System runs efficiently during times of peak use. Describe how the system addresses competing needs, particularly in a cloud environment that serves hundreds of libraries.		
12.	R	System is continually monitored to maintain optimal performance. Describe the mechanisms in place to provide such monitoring.		
13.	R	System requires minimal downtime in order to perform scheduled maintenance or software upgrades. Describe how libraries are informed of any planned downtime.		
14.	R	System imposes few if any limits on both the size of and the number of values in data elements within records of various types which the system manages.		

Security

		FUNCTIONAL REQUIREMENTS		
		SYSTEM		
		Security	Code	Comments
15.	R	Vendor employs industry best practices for data security, especially those to safeguard personal information. Provide relevant information on standards compliance (such as ISO 27001) and any completed organizational information technology audits.		
16.	R	System uses secure transit protocols such as SSH Public Key Authentication, SFTP, and HTTPS.		
17.	R	Vendor follows industry best practices for regular data and system backups and backup storage. Provide an overview of such practices for the system.		
18.	R	System provides data recovery in the event of data loss or corruption. Specify whether data recovery is a self-service process or requires the intervention of the vendor.		
19.	R	System uses at least 128bit encryption and SSL for communications. Describe the encryption and other measures used to store and secure confidential data.		
20.	R	Vendor has established protocols for dealing with unauthorized access to or disclosure of confidential data.		
21.	R	Vendor maintains industry best practices for data protection and security in the data centers of the hosted environment. Describe the security measures in place at data center(s).		

Describe how the system protects patron data and privacy.

Authentication and authorization

		FUNCTIONAL REQUIREMENTS		
		SYSTEM		
		Authentication and authorization	Code	Comments
22.	R	System must integrate with the library's authentication system.		
23.	R	System provides a robust staff authorization feature that assigns staff authorizations based on role and specific function.		
24.	R	System maintains authentication as patrons navigate among databases and other aggregated content.		
25.	R	System allows staff authorization profiles to be copied.		
26.	R	System provides an unlimited number of staff logins.		

Integration and extensibility

		FUNCTIONAL REQUIREMENTS		
		SYSTEM		
		Integration and extensibility	Code	Comments
27.	R	System allows integration with the campus administration system for loading and maintaining patron records.		
28.	R	System allows integration with the campus financial system used for ordering, invoicing, payment of library bills, etc.		
29.	R	System allows integration with a proxy service such as EZproxy to facilitate remote access.		
30.	R	System allows integration with WorldShare ILL for resource sharing purposes.		
31.	R	System allows integration with third-party vendor ordering systems to facilitate processing of orders and payments for such materials.		
32.	R	System allows integration with self-check machines.		
33.	R	System provides a documented set of APIs and/or web services.		

Describe how the solution exposes data through documented APIs and web services. Is there an additional charge for these services?

Describe your company's support for creating and using web services based on published APIs. How are libraries able to learn and collaborate with other users in developing their own web services?

Discovery

General user experience

		FUNCTIONAL REQUIREMENTS		
		Discovery		
		General user experience	Code	Comments
34.	R	System includes a web-based public interface that is accessible by a variety of modern browsers. Please indicate the browsers in the Comments.		
35.	R	System includes an interface optimized for use on mobile devices (i.e., not the standard web interface merely accessed from a mobile browser).		
36.	R	System integrates content data in display, such as tables of content, book covers, and book reviews.		
37.	R	System allows searching across all types of content (e.g., physical, digital, electronic) in a single search.		
38.	R	System authenticates users for access to licensed and online resources.		
39.	R	System uses a central index that provides seamless access to all institutionally licensed content across providers without additional costs.		
40.	R	System allows single-click retrieval of online resources.		
41.	R	System allows patrons to access their account information: loans, fines, hold requests.		
42.	R	System allows patrons to request items from the catalog.		

43.	R	System updates records in real-time, including their circulation status.		
44.	R	System requires no batch loading or nightly re-indexing of the data.		
45.	R	System allows patrons to reset their own passwords.		
46.	R	System allows persistent links to public interface screens, including search results sets, search results sets with limiters applied, and individual records.		
47.	R	System provides a branded search box builder that can be used in various places on the library web site.		

Describe the interface designed for the public to discover and access all types of resources in the system.

Describe what a patron can do once logged in their library account: view and renew items checked out, place hold requests, recall items, view fines, etc.

Describe the unique features of your discovery solution.

Integration and customization

		FUNCTIONAL REQUIREMENTS		
		Discovery		
		Integration and customization	Code	Comments
48.	R	System allows the library to customize the interface with its own logo, colors and other branding. Describe how staff will do this in Comments.		
49.	R	System permits the library to make changes to the interface without vendor intervention.		

50.	R	System integrates with ILS course reserve system.		
51.	R	System interoperates with online reference chat services.		
52.	R	System integrates with the acquisitions component of the ILS to support patron-driven acquisitions.		

Describe user interface and functionality for access to course reserves materials.

Searching

		FUNCTIONAL REQUIREMENTS		
		Discovery		
		Searching	Code	Comments
53.	R	System uses a persistent single search box that allows users to search the system from every screen.		
54.	R	System offers both basic and advanced search capabilities. Describe advanced searching capabilities in Comments.		
55.	R	System supports faceted browsing.		
56.	R	System supports selection of multiple facets.		
57.	R	System provides pre-search filtering (e.g., by library, format, library-specific location, publication date, availability, etc.). Please describe.		
58.	R	System facilitates known-item searches.		
59.	R	System optimizes searches for short titles so that results appear at or near the top of result sets.		

60.	R	System connects searchers with resources or context-specific help in locating resources if a search does not produce results (i.e., there are no 'dead end' searches).		
61.	R	System provides features (e.g., suggestions, spellcheck, et al.) that help users construct effective search queries.		

Describe the parameters by which searches can be qualified or limited.

Result lists and records

		FUNCTIONAL REQUIREMENTS		
		Discovery		
		Result lists and records	Code	Comments
62.	R	System supports filtering of result sets (e.g., by library, format, library-specific location, publication date, availability, etc.).		
63.	R	System allows saving and managing query sets.		
64.	R	System de-duplicates search results.		
65.	R	System correctly displays non-Roman characters and diacritics and files such characters correctly in search results and bibliographic displays.		
66.	R	System supports clustering of results using FRBR or similar algorithm.		
67.	R	System exports records to bibliographic software such as EasyBib, Refworks or Endnote. In the comments section, please list the software your company supports.		

Describe features to support user creation, saving, export, and formatting of lists, including the ability to format such lists in scholarly style, export, email, or save.

Access Management

Circulation administration

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Circulation administration	Code	Comments
68.	R	System allows the library to create and administer its own circulation policies.		
69.	R	System integrates loan rules with the library calendar (e.g., items are not due on days or hours during which the library is closed). Describe in Comments how the system integrates lending rules with library hours and closures, including fixed due dates for the end of an academic term.		
70.	R	Supports RFID tags and scanning of barcodes as well as keyboard entry of patron and item barcodes.		
71.	R	System can automatically block a patron account under specific conditions (e.g., exceeding the amount of money owed) and automatically unblocks when the condition is remedied.		
72.	R	System allows authorized staff to override system parameters such as due dates, check-in times, blocks, etc.		

Describe the process to manage and make changes to circulation parameters.

Check in and check out

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Check in and check out	Code	Comments
73.	R	System permits materials to be checked out to patrons according to library-defined rules.		
74.	R	System allows checked out materials to be renewed according to library-defined rules.		
75.	R	System alerts staff during check out and check in when certain circumstances occur: holds, fines, patron or item notes, etc.		
76.	R	System prints date due receipts automatically or on demand to an attached or networked printer.		
77.	R	System has the capability to perform circulation transactions when the system is offline or otherwise unavailable. Describe the offline circulation capability in Comments.		
78.	R	System allows authorized staff to manually set the date for check-in and override default due dates.		
79.	R	System alerts staff during checkout that the item is already checked out and allows it to be checked in and out in a single step.		
80.	R	System allows staff to check out an uncatalogued item as a temporary item.		
81.	R	System tracks usage statistics for items that do not circulate.		
82.	R	System allows staff to renew one, several or all items currently loaned to a patron with a single click.		

Describe the check in/check out workflow at a circulation desk, including the renewal functionality.

Holds

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Holds	Code	Comments
83.	R	System supports staff-initiated and patron-initiated hold requests and recalls.		
84.	R	System alerts staff in real time that an item is needed to fill a hold request. Describe in Comments the mechanism that notifies staff which items are needed to fulfill hold requests for patrons.		
85.	R	System prints hold receipts automatically or on demand to an attached or networked printer.		
86.	R	System allows loaned materials to be recalled with the capability to shorten the loan period and impose a different fine structure.		
87.	R	System displays all titles requested by a patron and all patrons withhold requests for a title.		
88.	R	System allows patrons and staff to specify when an item is needed to fulfill a hold request, including the date needed by, date no longer needed.		
89.	R	System allows patrons and staff to specify a time period during which hold requests should not be fulfilled (i.e., hold suspension periods).		
90.	R	System allows hold requests to be cancelled by both patrons and staff.		
91.	R	System supports advance scheduling of items, including material or equipment, for specified dates and time periods.		

Discuss the system's ability to schedule items and equipment. Is there a separate cost for this feature?

Billing and payments

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Billing and payments	Code	Comments
92.	R	System assesses fines and fees for an item automatically based on policies defined by the library.		
93.	R	System allows fines and fees to be paid (partially or in full) or waived by authorized staff.		
94.	R	System prints receipts for paid and waived bills automatically or on demand to an attached or networked printer.		
95.	R	System automatically processes materials that exceed their due date by a library-specified time period as long overdue and bills the patron.		
96.	R	System retains item-related history and transaction detail indefinitely for fines and fees, even if the item is removed from the collection.		
97.	R	System allows authorized staff to manually add or waive a fine or fee.		
98.	R	System processes unpaid bills for export to the campus billing system.		
99.	R	System maintains a history of paid and waived bill transactions indefinitely for the patron.		

Describe the process by which the system can interact with the campus billing system for the asynchronous or real time transfer of bill information.

Notification

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Notification	Code	Comments
100.	R	System generates notices to patrons for the following: items past due, items being held for pickup, items no longer being held for pickup, items recalled, outstanding bills.		
101.	R	System automatically sends notices to patrons via email. Describe in Comments how notices are scheduled to be generated and sent automatically.		
102.	R	System provides customizable templates for creating notices and receipts. Describe this functionality in Comments.		
103.	R	System generates notices that may be printed and sent to patrons in lieu of email transmission.		
104.	R	System can generate pre-overdue notices to alert patrons of an item's impending due date.		
105.	R	System maintains a history of notices sent to the patron.		

Course reserves

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Course reserves	Code	Comments
106.	R	System allows staff to create, edit and delete courses.		
107.	R	System allows staff to place items on reserve for a course.		
108.	R	System allows searching for course reserves by course name, course number, and instructor's name, among other options.		
109.	R	System displays course reserves in the public interface.		
110.	R	System allows courses to have multiple instructors.		
111.	R	System allows an item to be on reserve for multiple courses.		
112.	R	System allows courses to be cross listed (e.g., ART 102 is also taught as LIT 105).		
113.	R	System allows authorized users to archive course reserve information at the end of a semester and re-activate it at a future date.		
114.	R	System provides persistent URLs for course reserves and reading lists that can be pasted into course management systems or other third party systems.		

Describe the workflow for creating a course and placing an item on reserve. Show how this work is reflected in the public interface.

Patron management

		FUNCTIONAL REQUIREMENTS		
		Access Management		
		Patron management	Code	Comments
115.	R	System creates and updates patron information in batch by loading data files from the campus registration system. Describe in Comments the batch uploading of data process and to what extent the process can be automated.		
116.	R	System accommodates an unlimited number of patron types.		
117.	R	System patron records to be searched by a variety of data points, including name and email address. Describe in Comments the data elements that comprise a patron record.		
118.	R	System allows notes to be added to a patron record.		
119.	R	System allows authorized staff to add a block to a patron's record manually.		
120.	R	System retains expired patron records that have financial information linked to them for fines and fees.		
121.	R	System allows staff to create patrons manually to accommodate community borrowers.		

Metadata Management

Cataloging

		FUNCTIONAL REQUIREMENTS		
		Metadata Management		
		Creation and import	Code	Comments
122.	R	System can import records individually or in batch (e.g. bibliographic, order, authority, item, patron, etc.).		
123.	R	System offers options for handling records detected as duplicates: adding, merging, replacing or ignoring.		
124.	R	System imports and exports bibliographic, holdings and authority records in MARC21 as well as order and item records from third-party suppliers such as Baker & Taylor and Marcive.		
125.	R	System must interact with OCLC's Cataloging Services for metadata records.		
126.	R	System validates records based on established cataloging practice.		
127.	R	System imports and exports records from common metadata schemas such as Dublin Core, VRA Core, etc. Specify the schema supported by the system.		
128.	R	The library retains ownership of records within the institutional catalog.		
129.	R	System imposes no limitations on the number of records that can be imported or exported.		

Describe the process of importing records from a bibliographic database such as OCLC's WorldCat.

Holdings management

		FUNCTIONAL REQUIREMENTS		
		Metadata Management		
		Holdings management	Code	Comments
130.	R	System can create holdings and item records for both physical and electronic resources.		
131.	R	System supports method for updating and editing batches of item records or holdings records through barcode scanning or identification number import.		
132.	R	System supports the MARC21 Format for holdings data.		
133.	R	System supports export and import of holdings records.		
134.	R	System allows an unlimited number of copy/item records with various locations to link to a single bibliographic record.		
135.	R	System allows a holdings record to be moved to a different bibliographic record, or an item record to be moved to a different holdings record, while retaining statistics and relevant linking information (e.g., the link to the purchase order).		
136.	R	System supports linked records for items bound together with separate bibliographic records but shared holdings/item records.		
137.	R	System allows staff to manage inventory effectively. Describe in Comments how inventory control is managed by the system.		

Describe how local holdings are set in the OCLC WorldCat database for all library resources.

Authority control

		FUNCTIONAL REQUIREMENTS		
		Metadata Management		
		Authority control	Code	Comments
138.	R	System supports MARC/RDA authority records including Library of Congress name and subject Headings and genre/form terms.		
139.	R	Vendor provides a global, shared authority file.		
140.	R	System supports staff creation, revision and deletion of local authority records.		
141.	R	System automatically checks and updates headings in bibliographic records against the authority file.		

Describe how the system manages the import and export of authority data from one or more authority vendors such as MARCIVE.

Resource Management

Acquisitions

Fund management

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Acquisitions		
		Fund management	Code	Comments
142.	R	System supports a hierarchical fund structure that provides the ability to group and report on funds.		
143.	R	System displays fund balances in real time (including encumbrances and expenditures).		

144.	R	System allows library staff with sufficient privilege to adjust the amount of funds (add new money, transfer money from one fund to another) at any time during the fiscal cycle.		
145.	R	System facilitates the closing of a budget at the end of a fiscal cycle with options to rollover amounts and encumbrances to the next cycle.		
146.	R	System updates fund amounts in real time.		
147.	R	System supports a graphic display of fund balance, allocation, expenditure, encumbrances.		
148.	R	System imposes no limits on the number of funds.		
149.	R	System allows the library to define its own fiscal cycle with no restrictions on starting or ending dates or duration of cycle.		

Describe the structure of funds in the system. Is there a limit on the length of fund names?

Describe the solution's support for closing a budget at the end of a fiscal cycle.

Vendor management

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Acquisitions		
		Vendor management	Code	Comments
150.	R	System supports full vendor records that include account numbers, contact information, notes and EDIFACT transmission details.		
151.	R	System permits multiple accounts for a single vendor.		
152.	R	System can access a central database of vendors to minimize the rekeying of information common to all users (e.g., addresses, global contacts).		

Describe the structure of vendor data in the system and how it is used in different functional areas.

Ordering and renewing

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Acquisitions		
		Ordering and renewing	Code	Comments
153.	R	System imports MARC-based order files from orders generated in other vendor systems like Baker & Taylor.		
154.	R	System offers a full EDI interface with major library vendors for ordering and invoicing.		

155.	R	System reflects order status information in real-time and displays current status in staff display and in the user interface if desired.		
156.	R	System links a purchase order to other related information such as invoice, vendor and descriptive record.		
157.	R	Intentionally Left Blank.		
158.	R	System allows orders for non-bibliographic material using the same funds that order and pay for bibliographic material.		
159.	R	System facilitates the renewal of subscription titles with a minimum of staff interaction.		
160.	R	System allows orders to be cancelled with appropriate notification sent to vendors.		
161.	R	System accommodates Patron Driven Acquisitions (PDA/PDD) plans for print and electronic resources.		

Describe the workflow for importing MARC-based order records from vendors.

Invoicing and receiving

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Acquisitions		
		Invoicing and receiving	Code	Comments
162.	R	System permits the receipt of single-title monographs, serial monographs, and issues of serials.		
163.	R	System allows print items to be received from both purchase orders and invoices.		
164.	R	System supports adding items to the collection which are not purchased.		
165.	R	System notifies patrons when a requested item has been received.		
166.	R	System allows payment for a single item from multiple funds.		
167.	R	System provides an audit trail for financial transactions.		
168.	R	System can export invoice/payment requests to campus financial systems and import payment confirmation files.		

Describe the workflow for receiving an item that was not ordered, such as a gift.

Claiming

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Acquisitions		
		Claiming	Code	Comments
169.	R	System notifies staff when a volume or issue has not arrived and allows for claiming of missed items.		
170.	R	System allows claims to be sent by EDI, email, or print.		
171.	R	System allows claims to be manually generated at any time.		

Describe how an expected item becomes claimable.

Serials management

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Serials management	Code	Comments
172.	R	System allows the receipt of print serial issues, including creating item records when required.		
173.	R	System provides date prediction and enumeration patterns for issue check-in.		
174.	R	System supports claiming of serial issues based on prediction patterns.		
175.	R	System allows check-in for multiple parts of a title, including regular issues, indexes, supplements, pocket parts, etc.		
176.	R	System accommodates the check-in of special issues that were not predicted.		

177.	R	System automatically updates the display of issue receipt in the public catalog.		
178.	R	System updates the MARC21 holdings record (85X/86X paired fields) automatically during check-in.		
179.	R	System correctly links serial title changes in both the staff and public catalogs.		

Describe the process for checking in serial issues, including creating item records for issues that circulate.

What makes your system for serials management unique?

Electronic resources management

		FUNCTIONAL REQUIREMENTS		
		Resource Management		
		Electronic resources management	Code	Comments
180.	R	System facilitates management of purchased electronic resources as well as e-content available via open access.		
181.	R	System manages license agreements for all electronic resources.		
182.	R	System provides a comprehensive knowledgebase of electronic titles and packages from a wide variety of providers.		
183.	R	System provides an integrated OpenURL resolver.		
184.	R	System manages administrative information for electronic resources and contact information for vendors and publishers.		
185.	R	System permits trial periods to evaluate e-resources.		

186.	R	System permits easy activation of electronic packages and titles purchased by the library.		
187.	R	System displays an electronic resource in the public catalog automatically when it is activated in the knowledgebase.		
188.	R	System supports one-click resolution to full text access when supported by target provider.		
189.	R	System allows digital versions of license agreements to be attached to licenses.		
190.	R	System supports the ERMI schema for licenses.		

Describe the overall workflow for the management of licensed content in your system.

Describe how the system stores and displays licenses and related documents, including the fields available for license terms.

Reports and Analytics

		FUNCTIONAL REQUIREMENTS		
		Reports and analytics		
		General	Code	Comments
191.	R	Provides statistical reports as a standard component of the ILS.		
192.	R	Allows customization of reports by staff members with appropriate privilege, including but not limited to updating report parameters, views, dates, etc.		
193.	R	Allows reports to be run automatically on a schedule that the library chooses.		
194.	R	Allows staff to run a report manually at any time.		

195.	R	Provides output in a format (.csv, .txt) that is easily imported to common spreadsheet software like Microsoft Excel.		
196.	R	Does not require knowledge of SQL to create, modify, schedule or run reports.		
197.	R	Complies with industry usage reporting standards such as SUSHI and COUNTER.		
198.	R	Aggregates historical data for ease in compiling trend analysis (such as usage or expenditures).		
199.	R	System can report on specified parts of the collection (e.g., material format, patron category, etc.) or the entire collection. In the comments, please state any limits to the number of records available for reporting.		
200.	R	System retains transaction-oriented information (without patron-identifiable data) indefinitely for statistical reporting purposes, even if the associated item or patron has been removed from the system.		
		Collection reports	Code	Comments
		Please indicate if the proposed system offers collection reports for the following:		
201.	R	Holdings by Library of Congress classification ranges		
202.	R	Holdings by publication date		
203.	R	Holdings by material format		
204.	R	Holdings by location		
205.	R	Holdings added within a time range		
206.	R	Count of holdings by publication date (i.e., age of collection)		

207.	R	List of items flagged as withdrawn, lost, missing, etc.		
		Acquisition reports	Code	Comments
		Please indicate if the proposed system offers acquisitions reports for the following:		
208.	R	Balance report of fund appropriations, expenditures, encumbrances, and free balance		
209.	R	Expenditures by Library of Congress classification range and time period		
210.	R	Encumbrances and expenditures by type of material		
211.	R	Open encumbrances		
212.	R	Payment activity by fund		
213.	R	Payment activity by vendor		
214.	R	Payment activity by material format		
215.	R	Payment activity by location		
216.	R	Payment activity by requestor		
		Circulation reports	Code	Comments
		Please indicate if the proposed system offers circulation reports for the following:		
217.	R	Circulation activity (loans, renewals, requests, returns) by time period		
218.	R	Circulation activity (loans, renewals, requests, returns) by borrower type		
219.	R	Circulation activity (loans, renewals, requests, returns) by location		
220.	R	Circulation activity (loans, renewals, requests, returns) by material format		
221.	R	Outstanding fines		
222.	R	Overdue items		

223.	R	Items used in-house		
224.	R	Daily fines collected by location		
225.	R	Recalled items		
		Patron reports	Code	Comments
		Please indicate if the proposed system offers patron reports for the following:		
226.	R	Patrons added within a time range		
227.	R	Patrons by borrower type		
228.	R	Patrons by demographic category (e.g., field of study, postal code, etc.)		
		Electronic resources reports	Code	Comments
		Please indicate if the proposed system offers electronic resources reports for the following:		
229.	R	Coverage overlap		
230.	R	Most used titles		
231.	R	Seldom or never used titles		
232.	R	COUNTER usage (database, e-journal, e-book)		

Describe the process of modifying and running standard reports.

Describe the creation of custom reports using a report authoring interface if one is available with your system.

2.2 **SUPPORT**

Customer Support

Describe the support of the service available from your company, including customer support hours.

Discuss the procedure for reporting problems, including who from the institution may contact your company's support operation and the methods of such contact.

Describe the criteria used to determine the need for high-priority support, including your escalation procedure.

Describe the schedule and procedure for installing software upgrades and patches, including when and how customers are alerted to such events.

Discuss how software bugs are identified, reported, communicated to the user community and fixed.

Describe the resources and materials available for customers to troubleshoot and/or solve their own problems with the service (e.g., documentation, FAQ, release notes, patch information, etc.).

Discuss how libraries can help steer the direction of the product and its effective use.

Describe any customer community activities you sponsor or support, such as online or in-person venues to allow customers to share ideas and solutions. Include information about annual conferences and attendance, and regional interest groups.

Implementation and Training

Provide a typical implementation and migration timeline and project plan.

Describe the communication channels that the library and vendor will use during the project.

Describe the library staff resources required to support the migration and implementation work for the proposed solution, including roles required, level of involvement, and length of involvement.

Describe the implementation training program content, method of delivery, and materials.

Describe the configuration and customization decisions that the library makes during implementation, including any configuration that can only be performed by the vendor.

Data Migration

Describe the methodology for migrating data from the library's current ILS, including the steps involved in migrating bibliographic, item, patron, and circulation data.

Describe testing and cleanup processes to ensure that all data is migrated properly.

Discuss any opportunities for record cleanup and enhancement during the migration process.

Describe the process of ongoing patron data loads after the initial migration is complete.

2.3 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Attachment A: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance

standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.

- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. HSU will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section.

In each section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each section is reflected in the table below as the Maximum Raw Score Possible.

Information for Evaluation Sections	Maximum Raw Points Possible
Vendors overall proposal content.	
Vendors understanding of the needs of HSU/OBU and addressing them.	
Current and Past performance as determined by Committee (information given and research findings).	
Proposed Implementation and Migration of Data	
Proposed Time Line	
Total Technical Score	

3.2 **DEMONSTRATION SCORE**

- A. For some RFP's the Prospective Contractors may be contacted to schedule a demonstration.
- B. A second set of score sheets will be created and labeled as the "Post-Demonstration" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 **COST SCORE**

When pricing is opened for scoring, maximum points will be based on the lowest three year fixed costs. Please provide your cost structure for three years of use and detail of all costs that Henderson State University would likely incur. Provide rates and all associated fees corresponding with the services described within this proposal. Please include annual percentage rate increases (a locked in rate or cap is preferred) and outline pricing for each year of the contract term (see 4.6 Price Escalation restrictions).

For example, cost structure may include the following and must include all charges the library will incur for the proposed system:

- Annual subscription/license fees
- Hosting fees
- Implementation fees
- Training fees
- Support fees
- Maintenance costs
- Customization costs

Pricing should clearly indicate description and total price. Include broken out costs with a total cost over a three-year period.

3.4 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

	Points Possible
Technical Proposal	25
Cost	5
Maximum Possible Grand Total Score	30

3.5 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Henderson State University/Ouachita Baptist University
C/O Joint Educational Consortium
1100 Henderson Street, HSU Box 7541
Arkadelphia, AR 71999-0001

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the HSU/OBU (Joint Educational Consortium) in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice HSU/ OBU - Joint Educational Consortium) by an itemized list of charges. HSU's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

A. The State of Arkansas (HSU) will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by HSU upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Clark County, Arkansas.

C. The laws of the State of Arkansas govern this contract.

D. A contract is not effective prior to award being made by HSU's Agency Procurement Official. Other governmental agencies may require approval.

4.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or **\$X, 000,000**, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as HSU/State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to HSU a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. HSU has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. HSU has the right to approve or deny the request.

4.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of HSU/State is final and controlling.

4.9 CANCELLATION

- A. For Cause. HSU may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. HSU may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which HSU / State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any resulting contract if any or all parts of the bid are accepted by the State of Arkansas (Henderson State University).
- 2. **ACCEPTANCE AND REJECTION:** HSU **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of HSU.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to HSU Purchasing on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. HSU may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and is used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. HSU **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and HSU may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written HSU purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. HSU Purchasing **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.
- 14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of HSU Purchasing. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

- 15. STORAGE:** HSU is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize HSU Purchasing to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to HSU Purchasing of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** HSU assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.
- 18. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by HSU. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by HSU. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the HSU harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall 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 **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas (HSU) all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

TECHNICAL PROPOSAL PACKET
RFP 19-13

PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit			
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned			
	AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>			
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
<i>Provide contact information to be used for bid solicitation related matters.</i>				
Contact Person:		Title:		
Phone:		Alternate Phone:		
Email:				
CONFIRMATION OF REDACTED COPY				
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>				
ILLEGAL IMMIGRANT CONFIRMATION				
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.				
ISRAEL BOYCOTT RESTRICTION CONFIRMATION				
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. <input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.				

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's proposal to be rejected.**

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____

PROPOSED SUBCONTRACTORS FORM

- ***Do not** include additional information relating to subcontractors on this form or as an attachment to this form.*

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

☐ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, **a written response stating the bidder does not have such an EO Policy** will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

Tim L. Jones

Tim L. Jones, APO
HSU Director of Purchasing

To be completed by business or person submitting response: (check appropriate box)

_____ **EO Policy Attached [this is mandatory, if available]**

_____ **If an EO Policy cannot be provided – a written signed and dated statement must accompany this page indicating, 'No EO Policy is available.'**

**Company Name
Or Individual:** _____

Title: _____ **Date:** _____

Signature: _____

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

Check minority type: ☐ African American ☐ Hispanic American ☐ American Indian
☐ Native American ☐ Asian ☐ Pacific Islander ☐ Disabled Veteran

Arkansas Economic Development Commission certification (if available) #: _____

HENDERSON STATE UNIVERSITY
Purchasing Department
1100 HENDERSON STREET
ARKADELPHIA, ARKANSAS 71923
870-230-5117 PHONE
870-230-5486 FAX

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

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

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

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones
Director of Purchasing
jonest@hsu.edu

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

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

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

Name of Company: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503*. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	
AASIS Vendor Number	
Contractor/Vendor Name	

Contractor Signature: _____ Date: _____

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

Contracts and Grant Disclosure and Certification.

Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form (form available online).

<https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf>