



REQUEST FOR PROPOSALS (RFP)

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFP-19-007	Solicitation issued:	June 3rd, 2019
Description:	Enterprise Resource Planning (ERP) Implementation Services		
Agency:	Northwest Arkansas Community College (NWACC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	July 3 rd , 2019	Bid Opening Time:	2:00 P.M., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Jennifer Lewis Burns Hall Room 1133.19 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid Number • Date & Time of Bid Opening • Vendor's Name & Return Address

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

NorthWest Arkansas Community College (NWACC) issues this Request for Proposals (RFP) to obtain proposals from qualified vendors for the acquisition of comprehensive Enterprise Resource Planning implementation and integration services.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to one (1) vendor.
- B. The term of this contract shall be for One (1) year. The anticipated starting date for the contract is **October 12th, 2019**. Upon mutual agreement by the vendor and agency, the contract may be renewed by NWACC on a year-to-year basis, for up to three (3) additional one-year terms or a portion thereof.

1.3 BID OPENING LOCATION

Responses submitted by the opening time and date **shall** be opened at the following location:

NorthWest Arkansas Community College
One College Drive, Burns Hall, Room 2243
Bentonville, AR 72712
2:00 PM Central Standard Time

1.4 CONTACT

Please submit all questions about this RFP to:

Jennifer Lewis
One College Drive, Burns Hall, Room 1133.19
Bentonville, AR 72712
Phone: 479-619-4210
Email: purchasing@nwacc.edu

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.
- C. Vendor may request exceptions to **NON-mandatory** items. Any such request **must** be declared on, or as an attachment to, the vendor's response to this *Bid Solicitation*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.6 DEFINITION OF TERMS

- A. The State 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. The words "bidder" and "vendor" are used synonymously in this document.
- C. The words "The State", "Agency", and "NWACC" are used synonymously in this document.
- D. The terms "Request for Proposals", "RFP" and "Bid Solicitation" are used synonymously in this document.
- E. The term "OSP" refers to the "Office of State Procurement" with the State of Arkansas.

1.7 RESPONSE DOCUMENTS

- A. Original *Response Packet*
 - 1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.

2. The *Response Packet* should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
 - b. Response to the *Information for Evaluation* section included in the *Response Packet*.
 - c. Voluntary Product Accessibility Template (VPAT). (See *Technology Access*.)
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - e. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*.)
 - f. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - g. Israeli Boycott form
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing should be submitted in a separate binding clearly indicating it as such.

C. Additional Copies and Redacted Copy of the *Response Packet*

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
 - a. **Three (3)** complete hard copies (marked "COPY") of the *Response Packet*.
 - b. A flash drive or CD with a copy of the *Response Packet*.
 - 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 **shall** govern.
2. One (1) redacted copy (marked "REDACTED") of the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- *Response Signature Page*. (See Appendix)
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
 - *Equal Opportunity Policy*.
 - *Voluntary Product Accessibility Template (VPAT)*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation's* item number.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 2:00 p.m., Central Time on or before **June 24th 2019**, to the individual listed in section 1.4 *Contact*, of this *Bid Solicitation*.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated, and NWACC's written response is anticipated to be posted to the NWACC website by the close of business on **June 27th 2019**.

- B. Vendors may contact NWACC with non-substantive questions at any time prior to the bid opening.
- C. Oral statements by agents of NWACC **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by NWACC.

1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this Bid Solicitation, located in appendix.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 PRICING

Pricing will be a weighted part of the overall scores given to each submitted proposal. Pricing **must** be submitted in a separate sealed envelope clearly labeled. Failure to do so will result in rejection of bid. An approximation of number of printers and their usage is included in the appendix to this solicitation, and may be used to determine pricing.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A single vendor **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.

1.13 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. 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 *Response Packet*. A CD is also acceptable.
- C. 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.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.14 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NWACC.
- B. Vendor **must not** alter any language in any solicitation document provided by NWACC.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

- D. Responses **must** be submitted only in the English language.
- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.15 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.
- B. An addendum posted within three (3) calendar days prior to the bid opening **may** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the NWACC [Purchasing website](#), for any and all addenda up to bid opening.

1.16 QUALIFICATION AND AWARD PROCESS

A. Successful Vendor(s) Selection

The ranking of vendors **shall** be determined by the total score each receives in evaluation and cost score. NWACC will enter pricing negotiations with those responsible offers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

- 1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest-ranking vendors to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.
- 2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

C. Anticipation to Award

- 1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC [Purchasing website](#).
- 2. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.
- 3. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
- 4. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.

D. Issuance of a Contract

- 1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- 2. A State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.17 MINORITY & CERTIFIED WOMEN-OWNED BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 (2) as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

- B. Women-owned business is defined by Arkansas Code Annotated § 15-4-303 (9) as a business that is at least fifty-one percent (51%) owned by one or more women who are lawful permanent residents of the state of Arkansas.
- C. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, NWACC is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but must also be included as a hardcopy accompanying the solicitation response.
- C. Vendors 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. Vendors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.
- E. If a third party will be part of a bid, a copy of the third parties *EO Policy* must also be included.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract will be awarded.
- C. If a third party will be part of a bid, they must also comply with the requirements of section 1.19 et. seq.

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 ISRAEL BOYCOTT NOTICE

In order to comply with Act 710 of 2017, prohibiting a public entity from contracting with a person or company boycotting Israel, the bidder/contractor represents, warrants and certifies that: (a) it is not currently engaged in boycott of Israel; and (b) agrees that for the duration of any resulting contract award, it will not engage in boycott of Israel. Bidder/contractor must sign ISRAEL BOYCOTT NOTICE FORM attached in the appendix to this solicitation, and submit with response packet.

1.22 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 Vendor 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 VENDOR 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 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.

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.

1.23 ELECTRONIC DOWNLOADING TAXES

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

1.24 DATA

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

1.25 DATA DE-IDENTIFICATION

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

1.26 DATA USE, COLLECTION, AND SHARING

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

1.27 DATA MINING

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

1.28 DATA TRANSFER OR DESTRUCTION

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

1.29 RIGHTS AND LICENSE IN AND TO DATA

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

1.30 ACCESS

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

1.31 SECURITY CONTROLS

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

1.32 LOCATION

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

1.33 SAFEGUARDING OF CUSTOMER INFORMATION

- a. Throughout the term of any contract, Contractor shall implement and maintain "appropriate safeguards", as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all "customer information," as that term is defined in 16 C.F.R. § 314.2(b), received by Contractor pursuant to the Contract.
- b. Contractor shall promptly notify NWACC, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of NWACC or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of the Contract, Contractor shall destroy all records, electronic or otherwise, in its or its agents' possession that contain such customer information and shall deliver a written certification of the destruction to NWACC.

- c. Contractor consents, upon reasonable advance notice, NWACC's right to conduct an on-site audit of Contractor's security program.
- d. Notwithstanding any other provisions of the Contract, NWACC may terminate the Contract for cause if Contractor has allowed a material breach of its security program, if Contractor has lost or materially altered customer information, or if NWACC reasonably determines that Contractor's security program is inadequate.
- e. Contractor shall defend, indemnify, and hold harmless NWACC, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by Contractor's negligence, intentional acts or omissions, or any loss or material alteration of customer information.
- f. Contractor shall reimburse NWACC for any damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

1.34 FEDERAL EDUCATIONAL RIGHTS AND PRIVACY ACT

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

1.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

1.36 ARKANSAS FREEDOM OF INFORMATION ACT

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

1.37 WEB SITE ACCESSIBILITY

Contractor represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from NWACC.

1.38 EXCEPTION TO REVERSE ENGINEERING PROHIBITION

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

- a. Contractor fails to provide support as may reasonably be expected of a prudent licensor of software, the failure is not remedied within 30 days of a request and the problem is considered material to the

functionality of the software. Written notice of the commencement of the cure period must be given in writing by the NWACC to the Contractor. At the end of the cure period NWACC is allowed to decompile, reverse assemble or reverse compile the software or any part of the software solely to correct the problem but for no other purpose.

- b. Contractor ceases business operations for more than thirty (30) days for any reason, including bankruptcy.

1.39 INTELLECTUAL PROPERTY OWNERSHIP

- a. All Intellectual Property that Contractor or any of its employees, contractors, subcontractors or agents may make, conceive, discover, develop or create, either solely or jointly with any other person or persons including NWACC, pursuant to or in connection with the contract ("Contract IP"), will be owned by NWACC, and where applicable, all copyrightable works will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. To the extent that any Contract IP is not, by operation of law, considered work made for hire for NWACC (or if ownership of all rights therein does not otherwise vest exclusively in NWACC), Contractor hereby irrevocably assigns, and will cause its employees, contractors, subcontractors and agents to so assign, without further consideration, to NWACC all right, title and interest to all Contract IP. "Intellectual Property" means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to NWACC. During and after the term hereof, Contractor will, and will cause its employees, contractors, subcontractors or agents, on request of NWACC, to do such acts, and sign, and deliver all such instruments requested by NWACC to vest in NWACC the entire right, title and interest to the Contract IP, and to enable NWACC to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at NWACC's cost and expense, to cooperate with NWACC in the protection and/or defense of the Contract IP and any litigation arising in connection therewith.
- b. Contractor will retain ownership of its pre-existing Intellectual Property, including any pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor will inform NWACC in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants NWACC a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to NWACC in the course of performance of the contract.
- c. Contractor acknowledges that NWACC's marks and logos are the exclusive property of NWACC. The parties agree that no contract with Contractor will transfer, license, or allow any use of NWACC's logos or other marks except to the limited extent that may be set forth in a contract with Contractor. Unauthorized use of the logos or any other marks of NWACC by Contractor or its respective employees, affiliates, or subagents constitutes infringement of NWACC's rights and a material breach of the Contract. Under no circumstances may Contractor use NWACC's name, logos, or any other marks in such a manner as to imply or state an endorsement of Contractor by NWACC. Upon expiration or termination of the Contract for any reason, Contractor must immediately discontinue use of the name, logos, or any other marks of NWACC.
- d. Contractor warrants and represents that any intellectual property sold or licensed to NWACC under any contract is validly owned, controlled, or licensed by Contractor and that Contractor possesses all rights and interests in the intellectual property necessary to the lawful performance of the contract. Contractor agrees to defend and hold NWACC harmless for all claims, damages or expenses, including reasonable attorneys' fees and disbursements arising from any allegedly unauthorized use of a trademark, patent, copyright, process, idea, method or device covered by the contract.

1.40 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

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

1.41 CAMPUS RESTRICTIONS

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

1.42 CONTRACT INFORMATION

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

- A. The State of Arkansas may not contract with another party:
 1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
 2. To indemnify and defend that party for liability and damages. Under Arkansas law NWACC may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by NWACC and its employees (including subcontractors) or agents in the performance of this Agreement, NWACC agrees with

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

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

B. A party wishing to contract with NWACC should:

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

1.43 RESERVATION

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

1.44 QUALIFICATIONS OF BIDDER

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

1.45 DEFAULT

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

1.46 NON-WAIVER OF DEFAULTS

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

1.47 INDEPENDENT PARTIES

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

1.48 GOVERNING LAW

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

1.49 PROPRIETARY INFORMATION

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

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

1.50 DISCLOSURE

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

1.51 PROPOSAL MODIFICATION

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

1.52 PRIME CONTRACTOR RESPONSIBILITY

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

1.53 PERIOD OF FIRM PROPOSAL

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

1.54 WARRANTY

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

1.55 ERRORS AND OMISSIONS

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

1.56 AWARD RESPONSIBILITY

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

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

1.57 CONFIDENTIALITY AND PUBLICITY

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

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

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

1.58 RESPONDENT PRESENTATIONS

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

1.59 EXCUSED PERFORMANCE

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

1.60 FUNDING OUT CLAUSE

If, in the sole discretion of NWACC, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then NWACC will not be obligated to pay any further charges for services, beyond the end of the then current period. The Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit NWACC to terminate the Agreement in order to acquire similar service from a third party.

1.61 INDICIA

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

1.62 RFP INTERPRETATION

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

1.63 TIMELINE

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

1.64 FORMATION OF THE AGREEMENT/CONTRACT

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

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

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

NOTE: The successful Respondent(s) will enter into a Technical/General Service Contract that will require approval prior to any work conducted. Respondents may find more information on Act 557 and its requirements at the [ARKLEG website](#) (see “Act 557 Reporting Requirements”)

1.65 PERMITS/LICENSES AND COMPLIANCE

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

1.66 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent’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 the Arkansas.gov website. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.67 PUBLICITY

- A. Vendor **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without NWACC's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.68 RESERVATION

NWACC **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 PURPOSE

This sections outlines the requirements necessary for a prospective bidder to possess in order to be considered for this contract. Responses to these sections should indicate if bidder is able to meet these requirements.

2.2 COSTS

- A. Respondents must provide detailed/itemized pricing and schedules for each individual component, and/or the overall system, as listed on RFP Appendix 1.
- B. Pricing must be valid for 180 days following the bid response due date and time. NWACC will not be obligated to pay any costs not identified on the Cost Schedules. By acknowledging this RFP section, the Respondent certifies that any costs not identified by the Respondent, but subsequently incurred to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the bid.

2.3 SERVICE LEVEL INFRASTRUCTURE

- A. Dedicated account representative.
- B. Proof that supplier has a sufficient number of skilled technicians, fleet equipment, management personnel, and an adequate inventory of repair parts to effectively support NWACC and meet service level guarantees.

2.4 SERVICE LEVEL GUARANTEES

Vendor is asked to provide a detailed description of how their services will meet these service level guarantees:

- A. Preventative maintenance schedule per manufacturer's technical specifications
- B. Monthly uptimes of 98%
- C. Service calls provided by supplier during NWACC's normal business hours (7:00am to 5:00pm, Monday – Friday). Within 1 hour of a remedial service call to the supplier, as service technician will be required to call the designated NWACC contact and inform them that he/she has been notified and when he/she will respond to the call. It will be the responsibility of the supplier to provide service within eight (8) hours on-site after a call is placed, during normal business hours.
- D. Any printer (original or alternate) that is down for more than 48 hours will be replaced with a temporary backup of equal or higher specifications. Pricing will be maintained at same level for original printer. Temporary not to extend beyond thirty (30) days.
- E. Material breaches from service level guarantees will be considered grounds for contract termination, at NWACC's discretion. Material breaches include late service occurring more than 2 times within a month, failure to provide backup when printer has been down for more than 48 hours, or monthly uptimes below 98% for more than 2 consecutive months.

2.5 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* should identify expected deliverables, performance

measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.

- B. NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

SECTION 3 – EVALUATION CRITERIA

3.1 PROJECT APPROACH AND METHODOLOGY (250 Points)

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

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

3.2 FIRM QUALIFICATION AND EXPERIENCE (200 Points)

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

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

3.3 PROPOSED PROJECT TEAM EXPERIENCE (250 Points)

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

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

3.4 COST (300 Points)

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

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

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

a = lowest cost bid in dollars

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

c = maximum points for Cost category (300)

d = number of points allocated to bid

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

3.5 BEST AND FINAL OFFER

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

3.6 SOFTWARE SCOPE

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

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

3.7 IMPLEMENTATION SERVICES SCOPE

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

Plan

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

Architect

- Analysis and Business Process Design
- Solution Design

Configure and Prototype

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

Test

- Testing

Deploy

- Administrator Training and Knowledge Transfer

- Transition Support
- Documentation
- Implementation/Deployment (roll-out) Support
- Post-implementation Maintenance and Support

These services are addressed in more detail in RFP, and will be finalized in the agreements between NWACC and the Respondent.

The Respondent shall propose all services necessary to deploy the Workday Financials, Procurement, Human Resources and Payroll functionality) in all departments. The Respondent shall design and lead a project that can accommodate the complexities of a community college and the other institutions within NWACC.

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

NWACC also expects that any design considerations from inclusion of the Workday Student system will be considered during this initial Architect phase, although Student deployment is not part of the proposed project. In other words, the Workday Student software and its needs should be a factor in designing basic structures in Financials, Procurement, HR and Payroll, so no major re-design in these areas is required when the Student system is eventually deployed by NWACC.

Regarding Project Management services: NWACC expects the Contractor will provide a Project Manager for the duration of the project, who will partner with NWACC's Project Manager as the primary managers and coordinators for all implementation efforts. The Contractor will be expected to provide project management and leadership for deployment. It is expected that these project managers will be shared across multiple departments.

Regarding Functional Team services: NWACC expects the Contractor to provide leadership in all functional areas, and provide sufficient resources to work with all departments.

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

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

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

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

remotely. The Respondent should disclose in the description of its approach the activities and percentage usage for off-site or remote work.

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

3.8 IMPLEMENTATION TIMING

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

- NWACC expects to initiate the implementation project in 2020.
- NWACC expects a design/architect phase for Finance, Procurement, Human Resources and Payroll that will involve all departments.
- The Respondents may propose production dates by functional area/institution based on their experience and best practices.

3.9 NWACC RESOURCES PROVIDED

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

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

3.10 RESPONSE SCORE

- A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Response Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 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 group, 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.

3.11 INFORMATION FOR EVALUATION

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

Proposal.

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

- A. Front: Table of Contents.** The Table of Contents should reference all material required by this RFP and any additional information or material the Respondent wishes to supply.
- B. Front: Transmittal Letter.** The transmittal letter shall be in the form of a standard business letter on the Respondent’s letterhead and shall be signed in ink in the original copy of the proposal by an individual authorized to legally bind the Respondent. The Transmittal Letter shall include the following:
1. Identification of the name, title, telephone number and e-mail address of the person authorized by the organization to contractually obligate the organization;
 2. Identification of the name, title, telephone number and e-mail address of the person authorized to function as the main contact on behalf of the organization;
 3. A statement that the entire offer and the price contained therein is a valid offer and shall be binding upon the Respondent in all respects for a period of 180 days from receipt of the Best and Final Offer (BAFO), or from submission if no BAFO is requested; and
 4. Acknowledgement of receipt of any and all amendments or addenda to this RFP.
- C. Tab 1: Response to RFP.** As instructed in RFP, the Respondent shall respond to each section of this RFP by stating ACKNOWLEDGED as the response following each major section to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If the Respondent has an exception to a term or condition in that section, it *must* be noted at this point. *NWACC may exclude from negotiations or discussion any exceptions not noted in the proposal.* Insert the completed RFP response in Tab 1.

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

Forms. Include in Tab 1 all executed copies of mandatory forms as part of the Response to the RFP. The original signed copy of the forms should appear in the printed original copy. The required forms include:

1. Response Signatory Page
2. Equal Opportunity Policy Form
3. Illegal Immigrant Contract Disclosure Form
4. Contract and Grant Disclosure Certification Form
5. Israeli Boycott Form

- D. Tab 2: Executive Summary.** In the Executive Summary, the Respondent should condense and highlight the contents of its proposal in such a way as to provide NWACC with a broad understanding of the offer. The maximum length of the Executive Summary shall be five pages. This section of the offer is designed to provide a clear and concise understanding of key aspects of the offer as follows:
1. Narrative of its understanding and ability to provide and perform the services as outlined in this RFP, including summarizing the proposed solution;
 2. Concise summarization of the proposed implementation and approach schedule;
 3. Discussion of why the services proposed represent the best value for each of the entities participating in this solicitation;
 4. Information on the experience, background, and qualifications of all responding firm(s); and
 5. Discussion of why the firm(s) presented in the offer are best qualified to provide the services required herein.
- E. Tab 3: Qualifications and Experience.** NWACC is soliciting proposals from qualified firms that are in the business of providing products and services as listed in this RFP. The proposal shall include, at a minimum, the following information.

PRIMARY SERVICES PROVIDER

1. The Primary Services Provider (PSP) must include a detailed narrative description of its organization. The narrative must include the following:
 - a. Brief overview of business operations, with an emphasis on ERP-related operations in higher education/public sector;
 - b. PSP's ERP experience in organizations of a similar size and complexity to NWACC, with an emphasis on public higher education institutions and university systems;
 - c. Research and development budget;
 - d. Date established;
 - e. Company legal name and legal form of ownership;
 - f. Location in which the PSP is incorporated;
 - g. Full disclosure of any proposed off-site activity and the locations involved;
 - h. Full disclosure of any potential conflict of interest;
 - i. A statement of whether, in the last ten (10) years, the PSP has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;
 - j. A statement of whether there are any pending Securities Exchange Commission investigations involving the PSP, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the PSP's performance in a Contract under this RFP;
 - k. A statement of whether the PSP is currently under investigation (or had previous findings in violation) of U.S. export control laws and regulations including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC);
 - l. A listing of all contracts or purchase orders that PSP executed or accepted within the last five (5) years and which were canceled or terminated prior to completion by any university, state agency or other entity with which PSP contracted. For each such contract or purchase order, PSP must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such agency's or firm's contact person. If none, specify none;
 - m. A statement documenting all open or pending litigation initiated by PSP or where PSP is a defendant in a customer matter; and
 - n. Full disclosure of any criminal or civil offense.
2. As described in the overview, the Respondent for implementation services must be a certified partner of Workday. Additionally, the primary implementations services vendor must show that: (1) it has completed an implementation of Workday for a customer that is comparable in size and complexity to NWACC and (2) it has significant experience in ERP implementation for an academic center. Failure to meet these three mandatory requirements will disqualify the vendor from responding, and will result in rejection of the Respondent's proposal.

Document how your firm meets these three mandatory requirements.

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

4. Financial Statements:

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

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

Firm's Name
Confidential – Financial Statements

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

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

Firm's Name
Confidential – Financial Statements

5. The PSP must provide three (3) references from organizations where the PSP was the prime contractor for implementation services for ERP software. To the extent possible, provide references for higher education customers using Workday of a similar size/complexity as NWACC.

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

The following information should be provided for each reference:

- a. Organization Name;
 - b. Organization Description (e.g., public/private/research);
 - c. Reference Contact Information: Name, Mailing Address, Phone, E-mail Address
 - d. Number of Employees;
 - e. Student Enrollment (if applicable);
 - f. Project Name;
 - g. Project Description and Services Provided;
 - h. Project Start and End Dates;
 - i. Software Product, Modules, and Release Number(s) Implemented; and
 - j. Software Production Date.
6. If the PSP plans to use subcontractors to deliver any of the services quoted in its proposal, the PSP must list each subcontractor, a description of the services to be performed by the subcontractor, and an approximate percentage (by dollar volume) of the implementation services that the subcontractor will perform. As the prime contractor, the PSP will be responsible for the performance and quality of all subcontractors and their services.

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

Project Organization

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

Personnel Summary Table

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

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

Format for Respondent Personnel Summary Table

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

Resumes

3. The Respondent shall provide resumes for each role to be filled by the Respondent. In addition to the resumes for the six key personnel (required), Respondent may provide brief resumes for other staff who will fill that role or representative of the person who will fill that role. Resumes shall include the following information:
 - Name of consultant;
 - Proposed role on project;
 - Education and training;
 - Summary of relevant experience (including start and end dates);
 - Experience implementing Workday;
 - Higher education experience;
 - Other relevant experience; and
 - Employee of Respondent or subcontractor.

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

Project Management Methodology

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

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

Timeline and Implementation Approach

The Respondent should describe its proposed approach for the implementation project and a proposed timeline

for the project, including deployment dates for each institution. The response to this section should demonstrate the Respondent's understanding of the needs and objectives of NWACC, and the Respondent's ability to successfully deploy the new system. The response should describe those activities that are being done involving all departments within NWACC, and those activities that will be done by institution or group of institutions. NWACC is looking for the Respondent to recommend an approach, timeline and structure that minimizes cost and maintains consistency.

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

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

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

The description provided should include the following information:

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

Specific Services

1. Describe any recommended pre-implementation activities NWACC could take to prepare for the implementation project.
2. Is there documentation for review before implementation begins? If so, describe what documentation is available.
3. Describe any tools, utilities or special access that the implementation will require for the implementation project, whether service is being done on-site or off-site.
4. Describe the process(es) and approach proposed for development items such as integrations, interfaces, custom reports, additional workflows, or similar items during implementation.
5. Does your firm's proposed approach call for development of any "temporary" or throw-away integrations or interfaces between Workday and the NWACC's legacy systems? If so, provide a summary of these temporary items, and explain why this is the preferred approach.
6. List the recommended training by role for the NWACC's project team, and the recommended timing for this training. If there are options for delivery, discuss those options here. NWACC expects to procure this training through Workday. If the Respondent has an alternative for project team training that could be a better value to NWACC, describe that option here.
7. What training is recommended for key NWACC administrative, technical and support staff who are not part of the project team? Include recommendations/information for training material and delivery approach. Include any additional costs as a line item on the Cost Proposal.
8. Describe the specific training, communications and cultural change management approach and deliverables proposed. Which change management activities can be done system-wide and which will be specific to an institution? What level of support during the project will institutions require for change management and communications? What training approach do you assume? Are there any standardized courseware or templates for end user curriculum that the Respondent can offer? Which courses will be delivered for the end user training in the classroom and which will be self-paced computer learning? What curriculum for end users do you recommend?
9. Describe the approach to knowledge transfer from consultants to NWACC staff during the project,

including functional and technical knowledge. What activities will the Respondent take to ensure that knowledge transfer is happening? How will it be monitored and verified during the project?

10. Describe any training material that will be available to the NWACC post-implementation. Include a description of the training subject and delivery method. Include any additional costs as a line item on the Cost Proposal.

Proposal Assumption

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

Lessons Learned

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

Optional Products/Services

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

H. SUBMITTAL CONTENTS – COST PROPOSAL FOR IMPLEMENTATION SERVICES

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

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

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

1. Schedule 1 – Summary Cost Presentation

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

2. Schedule 2 – Consulting Services by Position

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

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

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

3. Schedule 3 - Other Cost Components

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

4. Schedule 4 - Development Schedule

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

5. Schedule 5 - Labor Rates Schedule

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

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

6. Schedule 6 - Deliverables Payment Schedule

Respondents shall complete a proposed Deliverables Payment Schedule utilizing the format provided. Rows may be added as needed. It is not the intention of NWACC to make payments that are purely time-based; payments should be tied to the acceptance by NWACC of agreed project deliverables. Respondents shall ensure that the proposed cumulative gross payments for each month do not exceed the cumulative value of the service hours proposed for the corresponding month, excluding the cumulative value of deliverable payments for Other Cost Components from this determination. An addendum to the Cost Schedules shall be utilized to address any pricing assumptions and to provide additional information to enable University personnel to thoroughly understand the proposed Deliverables Payment Schedule. The grand total of deliverable-based payments shall equal the total project cost shown on Schedule 1.

7. Schedule 7 - Optional Project Costs

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

8. Schedule 8 – Student Estimate

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

budgeting purposes, the Respondent will submit as part of the response to this RFP an estimate of the implementation services cost for implementation of Student. This estimated cost will not be evaluated.

The estimate may be presented as a range of hours and a range of total cost, or may be presented as a single number for each. Respondents are invited to include any major assumptions used in building the estimate that would facilitate the NWACC's understanding of the scope behind the estimate.

NWACC does not intend to hold any Respondent to these estimates or use them for any purpose other than its own internal planning for this future phase of work.

3.12 DEMONSTRATION SCORE

- C. The three (3) vendors with the top Response Score after the completion of the proposal evaluation will be contacted to schedule a demonstration.
- D. NWACC will create a second set of score sheets utilizing an Excel workbook (including the scores entered from first round) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheet.
- E. 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.
- F. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine final Response Score for each proposal.

3.13 COST SCORE

- G. Following the demonstrations and subsequent averaging of scores for each proposal, pricing proposals will be opened.
- H. The total available points for cost will be awarded to the lowest cost proposal and the amount of points given to remaining vendor responses will be calculated utilizing the following formula:
 - a. $(A/B) \times (C) = D$
 - i. A = Lowest Total Cost
 - ii. B = Vendor's cost proposal
 - iii. C = 25
 - iv. D = Awarded Points

3.14 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

- I. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- J. The submission of a *Response Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

3.15 ETHICAL STANDARDS

- K. In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

NWACC
Attention, Accounts Payable
One College Drive
Bentonville, AR 72712

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency'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 **shall not** 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 the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Benton County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of reinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:
 - The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times 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. The vendor **shall** 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 vendor.

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 vendor-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 vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall 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 vendor; 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 vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall 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 vendor; 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 **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

- A. The vendor **shall** 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, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made 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 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** 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 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 **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.8 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 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 vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

4.10 RESPONDENT EMPLOYEES AND AGENTS

The Contractor shall be responsible for the acts of its employees (including subcontractors) and agents while performing services pursuant to the Agreement. Accordingly, the Contractor agrees to take all necessary measure to prevent injury and loss to persons or property while on NWACC premises. The Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Contractor or any of its agents or employees. Contractor employees shall conduct themselves in a professional manner and shall not use NWACC's facilities for any activity or operation other than the operation and performance of services as herein stated. The Contractor shall require standard criminal background checks on all employees of the Contractor in advance of the performance of any on-campus duties. Employees whose background check reveal felony convictions of any type are to be either removed from all support activities on the NWACC campus or reported to NWACC for review and approval in advance of the performance of any on-campus duties.

4.11 TOBACCO FREE CAMPUS

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

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 contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **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 the State.
- 3. **BID SUBMISSION:** Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response 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 disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **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. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State 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 used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.
- 10. **AMENDMENTS:** Vendor's responses 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 vendor. 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 State purchase order authorizing shipment will be furnished to the successful vendor.
- 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 vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **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 vendor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval by NWACC. 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:** The ordering agency 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 NWACC 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 NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's 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 all necessary State agencies. 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 the agency. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State 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. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response 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 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.
27. **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.

Appendix



NorthWest Arkansas Community College

NWACC
One College Drive
Bentonville, AR 72712

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'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 Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran		
Women Owned Business	AR Minority Certification #:	Service Disabled Veteran Certification #:	
	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	

VENDOR 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 vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following **shall cause the vendor's response to be disqualified**:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, 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.

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

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 (479) 619-4210.

Sincerely,

Jennifer Lewis

Jennifer Lewis
Purchasing Manager
Northwest Arkansas Community College

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

☐ **EO Policy Attached**

☐ **EO Policy previously submitted to NWACC Purchasing Department**

☐ **EO Policy is not available from business or person**

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

EO 98-04 Disclosure Form

The EO 98-04 Disclosure Form can be found at the following two locations as a fillable PDF:

<http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>

or

<http://content.nwacc.edu/administrativeservices/Procurement/contract%20and%20grant%20disclosure.pdf>

If you are unable to download this form from these two sources, please contact Jennifer Lewis, Purchasing Manager for NWACC at:

Email: purchasing@nwacc.edu

Phone: 479- 619-4210

ISRAEL BOYCOTT NOTICE FORM

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.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

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

Contract Number	RFP-19-007
Description of Commodity/Service	Implementation Partners
Contractor	

Contractor Signature: _____

Date: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

☐ Goods?

☐ Services? ☐ Both?

TAXPAYER ID NAME:

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

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

F O R I N D I V I D U A L S *

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

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

☐ None of the above applies

F O R A N E N T I T Y (B U S I N E S S) *

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

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

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

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

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

1. PRIOR TO ENTERING INTO ANY AGREEMENT WITH ANY SUBCONTRACTOR, PRIOR OR SUBSEQUENT TO THE CONTRACT DATE, I WILL REQUIRE THE SUBCONTRACTOR TO COMPLETE A CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. SUBCONTRACTOR SHALL MEAN ANY PERSON OR ENTITY WITH WHOM I ENTER AN AGREEMENT WHEREBY I ASSIGN OR OTHERWISE DELEGATE TO THE PERSON OR ENTITY, FOR CONSIDERATION, ALL, OR ANY PART, OF THE PERFORMANCE REQUIRED OF ME UNDER THE TERMS OF MY CONTRACT WITH THE STATE AGENCY.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. NO LATER THAN TEN (10) DAYS AFTER ENTERING INTO ANY AGREEMENT WITH A SUBCONTRACTOR, WHETHER PRIOR OR SUBSEQUENT TO THE CONTRACT DATE, I WILL MAIL A COPY OF THE CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM COMPLETED BY THE SUBCONTRACTOR AND A STATEMENT CONTAINING THE DOLLAR AMOUNT OF THE SUBCONTRACT TO THE STATE AGENCY.

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

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

APPENDIX 1

The following appendix outlines specific functionality and integrations for the Workday deployment.

HCM FUNCTIONAL SCOPE

The following table lists our standard scope assumptions for HCM/Payroll Functionality.

Project Components	Scope Description
On-Boarding	Revamp Onboarding BP setup, using e-Verify integration
Academic Information	Institution uses same configuration across schools/campuses. Does not include conversion, Conversion included in multiple jobs
LDP General Project Settings	Mobile functionality for up LDP security groups. The following functionality is included in the deployment package: Director, Organization Swirl, Workfeed, Personal Notes, Delivered Dashboards & reports only (no custom reports), Up to 1 Countries, 1 source - client delivers workbooks as a unit to Workday, Additional Languages are not in scope, Workday delivered Security Profiles (Minor Security changes), Global Business Process Framework for all orgs, manager and employee self-service. (pre-configured, with 20 consultant hours to configure business process), Delivered Workday Reports plus 16 hours of knowledge transfer to assist customer in building custom reports, Job Family/Job Family Groups are aligned with IPEDS values, Up to 16 additional knowledge transfer hours
Advanced Compensation Management	Up to 1 Bonus and 1 Merit plan and processing and no pay-for-performance.
Performance and Goals	1 performance review template, minor adjustments to the optimized business process, Configuration of the 3 talent attributes, minor adjustments to the optimized business process, inclusion of the business process in the start performance review process Up to 1 year of Performance History Overall scores loaded.
Succession Management	1 Succession plan for the top 50 positions, readiness configuration, candidate nomination, and minor adjustments to optimized business process. Configuration of up to 4 of the Skills & Experiences types (even mix of basic sections with no setup tables and types with setup tables, not competencies), minor adjustments to optimized business processes, and using self-service to have the worker update their information. Configuration of 2-3 of the Skills & Experiences types for the c suite level jobs

FINANCIALS FUNCTIONAL SCOPE

The following table lists our standard scope assumptions for Financial Functionality.

Project Components	Scope Description
Financial Data Model	Foundational Data Model design and workshop service performed by IBM at the start of the project. Less than \$200m rev, simple integrations, up to 5 countries, coming of midrange ERP (Banner). Leased assets in scope
Financial Accounting	Up to 5 countries, standard chart of accounts complexity, 50,000 to 1,000,000 journal lines per year, 1 year of detailed journal history, up to 10 recurring journals, up to 25 allocations, budget data. Up to 50 legal entities, 1 income statement, 1 balance sheet, 1 cashflow statement, and up to 20 managerial reports, 1 composite report with 2+ sub reports + many (40+) configured rows/columns/cells
Budgets	2 Plan Structures, Load of 2 plans for 2 structures, budget data loaded into WD via EIB, position budgeting, Out of scope: budget checking
Customer Accounts & Contracts	Up to 500 customers, simple revenue recognition process. 1 invoice and statement format. Not in Scope - tax calculations
Supplier Accounts	500 to 2,500 suppliers, sales tax, standard matching process complexity, standard business process configuration, up to 20 supplier contracts, 1099 configuration
Cash Management	Up to 2 financial institutions and bank accounts, preprinted check stock, manual bank reconciliation.
Expenses	Up to 1 countries, up to 10 custom validations
Procurement	Up to 10 supplier catalogs, up to 10 buyer segmentations by location and commodity, ESS for requisitioning.
Business Assets	Up to 30,000 business assets, up to 20 spend categories, 1 depreciation method, and 1 tax book. Leased assets in scope

Grants	Up to 100 Grants and Sponsors, Awards or Awards Schedules, up to 2 F&A Rate Agreements, Up to 10 Letter of Credits, 2 Funds, up to 10 Revenue Categories, Grant proposals, Out of scope: Cost Rate Types, Revenue Allocation Profiles, F&A Exceptions.
Endowments	Up to 1,000 Gifts; Up to 200 Investment Pools; up to 5 Financial institutions. Up to 5 legal entities
Financial Reporting	1 income statement, 1 balance sheet, 1 cash flow statement, and up to 20 managerial reports, 1 composite report with 2+ sub reports + many (40+) configured rows/columns/cells
Data Conversion	Active customers, suppliers, bank accounts, expense items, business assets; open supplier invoices, bank transactions, customer invoices. 2 years of summarized ending balances, current and prior year budget data.

STUDENT FUNCTIONAL SCOPE ASSUMPTIONS

The following table lists our standard scope assumptions for the Student deployment.

Project	Scope Description
Student Core	Up to 6 campuses, Up to 50 academic departments across institutions which owns programs of study or offers course, Up to 2 Academic Levels (Associates, Certificates) Up to 200 Programs (e.g. Majors, Minors, Certificates), Semester or Quarter based, all academic units operate within 1 academic calendar, Up to 10,000 Students Enrolled
Student Recruiting	Up to 6 recruiting centers/office, Up to 2 Academic level participates in recruiting, Up to 20 recruiters assigned by school/college, college does not have a CRM or other communication system to send email and track effectiveness (e.g. opened, replied, deleted) with prospects, Up to 3 search services or test score loads imported, Up to 5 recruiting regions, Up to 86 yearly recruiting events
Student Admissions	Up to 1 Admission Office, Up to 5 admission supporting documents collected per student, Up to 16,000 Applicants per year, Up to 5 Application requirements, Up to 5 distinct admission evaluation processes to support 2 evaluators
Student Records	Associates and certificates (AA, AAS, Technical Certificates, etc.), No Medical School, No Law School, Up to 1 Transcript specific to each school, Up to 200 Programs (e.g. Majors, Minors, Certificates), Students concurrently active in all programs within a given semester, Up to 1 Academic Calendar, Fixed term class schedule, Up to 3 levels of approval for course additions/changes, Non-credit students and courses in scope, Up to 2 source system for data conversion, No Joint or Dual Programs (e.g. MBA & JD), No Athletic Compliance Tracking, Up to 250 International Students, requires that WD HCM and Period Activity Pay are live
Academic Advising	Does not have automated degree and audit system, Up to 3 advisor types, Maintain graduation plans for each program/major that list recommended courses and terms offered
Financial Aid	Up to 1 Financial Aid Offices, Up to 5 Distinct Awards, Up to 4 complex awards (non-Federal) are administered with complex eligibility requirements or logic to determine the amount, Up to 32 Distinct Cost of Attendance Items, Up to 6 complex cost items, Up to 15 action items, Up to 8 communication items, Up to 4 standard special aid programs, Up to 5 disbursement rules are used for award items, administers Commonline Private Loan administration, Workday Payroll is live to support Federal Work-Study

Student Financials	Up to 1 Chart of Accounts used for student transactions across the institution, Up to 425 fees/rates, Up to 6 fees utilize a complex set of calculations to determine the rate, No Medical School, No Law School, assumes WD Financials is already live, Utilize 1 Cashiering and 1 Credit Card vendor across the institution, Student notifications are sent at a specific time each term or on a monthly basis and this applies to entire the student population, Up to 8 Institutional Payment Plans or Use of a vendor for Payment Plans, Over 300 Sponsor Contracts, Up to 8 unique formats for Third Party Statements, Up to 2 refund policy, Up to 35 Waivers, Sponsors with unpaid invoices are not sent to collections or 1 collection agency is used, Only 1 Collection Agency Vendor is used to process student collections
Configurable Security	Delivered Workday Security
Data Conversion	
	Recruiting – Up to 50,000 Recruiting records
	Admissions – Up to 20,000 Admissions Applications, Up to 30,000 External Transcriptions, Up to 30,000 Test Scores
	Curriculum Management – Up to 2,500 Courses and Up to 12,500 Course Sections
	Student Records – Up to 10,000 Currently enrolled students, Up to 500,000 Student registrations
	Student Financials – Up to 40,000 Student open balances
	Student Core – Up to 10,000 lines of Configuration data, not student based including: Academic Units, Academic Calendar, programs of study, sponsors and contracts, awards, program requirements, transfer articulation rules, catalog for external institutions, instructional locations, instructor eligibility, wavers, waver types, and charge types. Up to 40,000 institutions (all schools in legacy system – High School, Higher Ed, etc.)
Student History	Core Student Data for Active Students, and Students who have financial balances only.
Languages	English Only
Reporting	Delivered Workday Reports
	40 hours of knowledge transfer to support customer reporting resources

INTEGRATIONS

The Contractor will be responsible for the development and deployment of integrations. The following table identifies an expected list of integrations. There may be additional interfaces additional interfaces that are identified during the initial planning stages of the project and some of the interfacing systems may be eliminated. Additionally, NWACC personnel will share in the responsibility of developing many of these integrations to contain costs.

As a part of implementation, the Contractor, in coordination with the NWACC, will be expected to confirm and finalize the interface inventory.

Integration	Anticipated Workday Integration Technology	Integration Purpose/Description
Directory Services Outbound	Cloud Connect HCM	Custom outbound integration to send Worker changes (hires, changes, terms) to be processed into Active Directory in CSV format.
Directory Services Inbound	Workday Studio	Custom integration to import user name and work email from Active Directory server to Workday Includes one file, one transformation, and one transmission to endpoint.
E-Verify	Cloud Connect HCM	Cloud Connect integration which queries the US Government's e-Verify database to verify worker eligibility
Single Sign On	Other	Integration consultant support for SAML configuration and troubleshooting.
Evisions Intellicheck Check Print	Cloud Connect Payroll	Cloud connect integration to print pay slip checks confirming to Evisions Intellicheck requirements.
Garnishments	Enterprise Integration Builder	Garnishments outbound file generated with disbursement information
Tax Filing	Cloud Connect Payroll	Standard tax filing configuration for payroll customers.
ARVEST ACH Payroll Payments	Cloud Connect Payroll	Cloud Connect outbound integration for transmitting payments to (e.g. for payroll, expenses, etc.)
ARVEST Positive Pay	Enterprise Integration Builder	Cloud Connect outbound integration for transmitting payments (e.g. for payroll, expenses, etc).
Regions ACH Payroll Payments	Cloud Connect Payroll	Cloud Connect outbound integration for transmitting payments to (e.g. for payroll, expenses, etc.)
Regions Positive Pay	Enterprise Integration Builder	Cloud Connect outbound integration for transmitting payments to the following: Regions within the transformation library

Blue Advantage Medical	Enterprise Integration Builder	"out of network" integration
Delta Dental	CCB	"in network" integrations
VSP Vision	CCB	"in network" integrations, and the integration template must have been introduced into the catalog prior to the most recent Workday update
Mutual of Omaha Insurance	EIB	"out of network" integration
Retirement - TIAA	CCB	"in network" integrations
TASC FSA	CCB	"in network" integrations
TASC COBRA	EIB	"in network" integrations
Background Check and Drug Screening Outbound	Cloud Connect HCM	Integration with applicant information.
Employee Demographics - Outbound	Cloud Connect HCM	Scope includes Faculty/Staff Employee demographics outbound from Banner.
Student Demographics - Inbound	Workday Studio	Scope includes Student worker demographics inbound to Workday from Banner.
Student Workday ID - Outbound	EIB	Scope includes Student worker Workday ID outbound from Banner SIS.
Work Study Award Limits - Inbound	Workday Studio	Scope includes Award limits for work study from Banner SIS.
Work Study Payments - Outbound	EIB	Outbound integration with Actual payments for work study outbound to Colleague
Activity Pay Inbound	Workday Studio	Includes inbound data for Period Activity Pay
ARVEST ACH	Cloud Connect Payroll	Cloud Connect outbound integration for transmitting payments to 1 bank (e.g. for payroll, expenses, etc).
Financial Payments		
ARVEST BAI2	Cloud Connect Financials	Cloud Connect integration for ARVEST BAI2
Regions ACH Financial Payments	CC Payroll	Cloud Connect outbound integration for transmitting payments to 1 bank (e.g. for payroll, expenses, etc.)
Regions BAI2	CC Financials	Cloud Connect integration for Regions BAI2
Touchnet Credit Card Payment Outbound	Cloud Connect	inbound integration from Touchnet
Touchnet Credit Card Payment Inbound	Cloud Connect	outbound integration for payment plans feed to Touchnet
Electronic Filing 1099 Misc	CC Payroll	Cloud Connect integration that generates electronic form 1099 MISC files for upload to the US Internal Revenue Service FIRE web site, and add the integration system as a step to the 1099 Electronic Filing Run Event Business Process
US Bank Expenses		Custom Integration / Expenses / General Expense Card Remittance / Unmasked

US Bank Pcard		Custom Integration / Procurement / US Bank PCard Holders and Transactions / Inbound / Masked / Inbound
Banner Student Tuition Data Inbound	Workday Studio	Integration providing student tuition data
Interim - Curriculum Management	Workday Studio	inbound integration
Interim - Holds (Frequents)	Workday Studio	inbound integration
Interim - Enrollments/Classes	Workday Studio	inbound integration
Interim - Personal Information	Workday Studio	inbound integration
Interim - POS Changes (including inferrals)	Workday Studio	inbound integration
nwacc.edu	EIB	Outbound integration providing course information to website
Bookstore - Barnes & Noble	Workday Studio	bidirectional integration set - financial aid and course materials to Workday and sales data from B&N
Search Services	Workday Studio	integration set for search services/purchased lists
National Student Clearinghouse - Degree Report Outbound	Cloud Connect Student	outbound integration for NSC degree report
National Student Clearinghouse - Enrollment Report Outbound	Cloud Connect Student	outbound integration for NSC enrollment report
NSLDS Inbound	Cloud Connect Student	inbound integration for NSLDS inbound data
NSLDS Outbound	Cloud Connect Student	outbound integration for NSLDS outbound data
State Awards	EIB	inbound EIB integration to upload student data to Workday
Transcripts - Credential Solutions	EIB/Workday Studio	bidirectional integration set providing online transcript ordering data
Papercut	EIB	outbound EIB integration set with the vendor providing student account/biographic data
Classroom Scheduling - Ad Astra	EIB/Workday Studio	bidirectional integration set. The outbound integration will provide EMS with a listing of course sections. The inbound will provide Workday with the classroom assignments for the course sections
ID Card System	EIB	outbound EIB integration to provide student demographic data to ID card system
Student Financials - 1098E and 1098T	Cloud Connect Student	outbound integration with tax data
Test Scores	Cloud Connect Student	inbound integration set for ACT, SAT and AccuPlacer scores
Public Safety	EIB	outbound integration for employee/student demographic data to PHP website

Event Registration	EIB	outbound integration to provide student demographic data to event registration tool
SEVIS	EIB	outbound integration with international student data
TutorTrak	EIB	outbound integration to provide student demographic data
Starfish	EIB/Workday Studio	bidirectional integration set to Starfish for appointment scheduling
Constant Contact	EIB	outbound EIB integration to provide student demographic data to text messaging system
VAONCE - Veterans Administration for Certifying Students Receiving Benefits	EIB/Workday Studio	bidirectional integration set for VA student benefits
Institutional State and Federal Reporting	Workday Studio	200 hours to be used for custom state and institutional reporting
Private Loans - Inbound	Workday Studio	inbound integration for private loan data
Private Loans - Outbound	EIB	outbound integration for private loan data

CHANGE MANAGEMENT: COMMUNICATION, TRAINING, KNOWLEDGE TRANSFER AND DOCUMENTATION REQUIREMENTS

The implementation project for NWACC will have impact on the entire campus community including the administrative offices, faculty, student workers, and current and prospective students. The new system will replace systems and processes that have been serving NWACC for many years. Thus, NWACC recognizes that a significant change-management effort is necessary for the project to be successful. As a consequence, NWACC will require the vendor to provide change-management and training services to support the system implementation.

The vendor should provide change-management processes, tools, and techniques for managing the people-side of change.

The vendor should specify if they are proposing a third-party to provide training and/or change management services.

The vendor must provide on-site system implementation along with application and system training prior to and during system implementation. This support will be scheduled to accommodate the constraints of institutional personnel. The vendor must provide all training materials to NWACC for future trainings.

The vendor must provide training for all designated NWACC system users and employees. Training must be provided for all application software.

The vendor must prepare and provide a training plan with scheduled dates, timeframes and locations. All training may be completed on-site or remote to reduce costs. The training plan must be submitted for approval and included in the overall implementation plan. A training course-curriculum must also be submitted and approved by NWACC.

Documentation for all vendor-supplied software must be provided. Documentation shall be submitted to NWACC for approval before distribution to users. The vendor is responsible for updating documentation to reflect any NWACC-approved changes/corrections, which may be required after initial distribution.

Training must be available for four categories of employees: System End-Users, General End-Users, System Administrators, and Student Users. System End-Users include staff from HR and Finance (Payroll and Time & Labor) that use the system as part of their job function. General System End-Users include all staff that will use employee and manager self-service functions. Student Users include all areas included in the student functional scope.

Training methods for General System End-Users and Student Users should be provided through recorded modules that can be viewed online, through user guide documentation, and via the train-the-trainer model. Methods for all other categories should include in-person training, as well as other training methods.

Training must cover all process flows, all screens, dashboards and the execution of all reports.

A separate curriculum must be developed for the ad-hoc reporting utility. Users must be able to develop their own ad hoc queries without assistance from IT personnel.

Training will include the designated Information Technology Department personnel. The curriculum and documentation must include all end-user tools. Training shall include System Administration as applicable to the system proposed.