



**UNIVERSITY OF CENTRAL ARKANSAS**  
PROCUREMENT OFFICE  
201 DONAGHEY AVENUE  
WINGO HALL 113  
CONWAY, AR 72035

**REQUEST FOR PROPOSAL**  
**RFP#UCA-24-007 AUDIT MANAGEMENT SYSTEM**

**PROPOSALS MUST BE RECEIVED BEFORE:**  
**10:00 A.M. Central Time on Tuesday, July 25, 2023**

**Proposal Delivery and Opening Location**

University of Central Arkansas  
201 Donaghey Avenue  
Wingo Hall 113  
Procurement Office  
Conway, AR 72035

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND COMPANY'S RETURN ADDRESS

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.0 UCA Background**

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university's bustling, Georgian-style campus is among the most beautiful in the region. In fall 2021, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas are part of UCA’s diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15 to 1. Students engage in research and publication opportunities at the undergraduate level that most students don’t have until graduate school.

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master’s degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers different opportunities to learn and grow.

The university’s Honors College is nationally known for its unique, challenging curriculum. The Honors College offers small, discussion-based seminars, close student- faculty relations, funding for travel abroad and internships. UCA Honors College students have a 100 percent acceptance rate to law school.

The mission of the University of Central Arkansas is to maintain the highest academic quality and to ensure that its programs remain current and responsive to the diverse needs of those it serves. A partnership of excellence among students, faculty, and staff is a benefit to the global community. The university is committed to the intellectual, social, and personal development of its students; the advancement of knowledge through excellence in teaching and research; and service to the community. As a leader in 21st-century higher education, the University of Central Arkansas is dedicated to intellectual vitality, diversity, and integrity.

Further information about the university can be found at [www.uca.edu](http://www.uca.edu) or <https://uca.edu/ir/>

### **1.1 Purpose**

The University’s Office of Internal Audit (OIA) is seeking proposals from qualified vendors for a comprehensive software solution. The OIA consists of the Internal Audit Director and three (3) audit staff and are active members in the Association of College and University Auditors (ACUA) and the Institute of Internal Auditors (IIA). The OIA adheres to the International Standards for the Professional Practice of Internal Auditing (Standards) promulgated by the IIA.

Audits and advisory services are conducted for the purpose of providing independent assessments of governance, risk management, control processes, and compliance

## 1.2 Issuing Officer

Meghan Cowan, Assistant Director of Procurement  
**Phone:** (501) 450-3173 **Email:** [meghanp@uca.edu](mailto:meghanp@uca.edu)

The Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should contact the Issuing Officer in writing.

## 1.3 Contract Administrator

Leslie Coddington, Director of Internal Audit  
**Phone:** (501) 450-3237 **Email:** [lcoddington@uca.edu](mailto:lcoddington@uca.edu)

## 1.4 Anticipated Procurement Timetable

RFP Issued: June 27, 2023  
Questions emailed: July 5, 2023  
Answers emailed: July 7, 2023  
Proposals Due: July 25, 2023 at 10:00 A.M.  
Completion of proposal review: July 31, 2023  
Finalist/Presentations: Week of August 14-18, 2023  
ALC Contract Review/Approval (if required): September 15, 2023  
Contractor Commences Performance: September 19, 2023

## 1.5 Submission of Proposals

No later than **July 25, 2023** at 10:00 a.m., CST, one original (marked “original”) hard copy, six (6) electronic copies on flash drives (clearly identified with company name and RFP number), and one (1) redacted flash drive copy of the proposal to be submitted to:

University of Central Arkansas  
Procurement Office  
201 Donaghey Ave. Wingo Hall 113  
Conway, AR 72035

Addendum or amendments, if any, shall be signed, dated and included with the respondent’s proposal submission. Failure to do so may be cause for the rejection of the proposal.

**COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY. DO NOT INCLUDE IN ELECTRONIC COPIES. Cost Proposal must be enclosed in a separate sealed envelope and marked as such. Any reference to cost(s) included with the technical/business proposal will result in offeror’s proposal being**

**rejected. The technical/business proposal will be evaluated prior to the cost proposal contents being reviewed.**

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Director of Procurement indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Procurement, or an employee of the campus will be disregarded.

## **1.6 Presentation**

Proposers that submit responsive proposals, and receive the highest technical scores, will be designated as Finalists. Proposers selected for final evaluation may be required to make an oral presentation via Zoom to the evaluation committee. The presentations will be scheduled after the Technical Proposal review process is completed. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Director of Procurement will schedule time and location for any required presentations. Vendors who are shortlisted for presentations will need to prepare an hour presentation in order to cover enough details regarding the proposed system.

Proposers are strictly limited to the time allotted and the topics provided by the University. Points will be deducted if presentations exceed the allotted time or deviate from the presentation topics defined by the University.

## **1.7 Rejection of Proposals**

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

## **1.8 Contracting Condition**

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any

such known interest shall be employed. No official or employee of the State and no other public official of the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this contract or proposed contract.

### **1.9 Term of the Contract**

The period for implementation begins September 19, 2023 to November 30, 2023. The migration and training must be complete (to “go live”) by November 30, 2023. Vendor will not bill the University until on or after November 30, 2023. The contract period for services begins September 19, 2023 and terminates on June 30, 2024. The University is interested in an initial one (1) year contract. By mutual agreement, the University and the contractor may elect to extend the contract for maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the total contract term including extensions be greater than seven (7) years.

### **1.10 Public Opening of Proposals**

A public opening of all submitted proposals will be held on **July 25, 2023** at 10:00 a.m. CST at the:

University of Central Arkansas  
Procurement Department  
201 Donaghey Ave. Wingo Hall 113  
Conway, AR 72035

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS, MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-1 ET SEQ.

### **1.11 Contract Awarding and Signing**

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

### **1.12 Proposal Evaluation**

The University of Central Arkansas Evaluation Committee and the Director of Procurement will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

### **1.13 Protest of Award**

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the issuing Officer.

### **1.14 Payment and Invoice Provisions**

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

### **1.15 Intergovernmental/Cooperative Use of Proposal and Contract**

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.

## **SECTION 2: SCOPE**

### **2.0 Purpose**

The University's Office of Internal Audit (OIA) is seeking proposals from qualified vendors for a comprehensive software solution specifically as mentioned in Section 1.1.

### **2.1 System Requirements/Capabilities**

The OIA requires that the Audit Management System provide all functions described in this RFP as a fully integrated solution and may not consider proposals suggesting a combination of various modules that individually address the following requirements:

#### **2.1.1 Software as a Service (SaaS)**

- a) OIA is looking for a hosted, cloud-based solution
- b) Identify any single sign-on offerings for the application
- c) Provide multiple security levels in the application that allow for a separation of duties
- d) Compatibility with Microsoft Office products: Word, Excel, and PowerPoint
- e) Configurable to aid in compliance with IIA Standards and agile capability
- f) Production and test environment

#### **2.1.2 Risk Assessment**

- a) Capability to facilitate university-wide risk assessment by allowing management/business process owners access to document risks, controls, and score related impact and likelihood of inherent risk
- b) Capability for risk assessment reporting to allow OIA to share results of the university-wide risk assessment with Audit Committee and university management.

### **2.1.3 Audit Planning**

- a) Ability to utilize information from university-wide risk assessment to create an Audit Universe and develop an annual operational plan based on risk assessments and/or other criteria
- b) Ability to incorporate risk information for engagement planning purposes
- c) Provide time budgeting support for audit plans that will report on deviations from projected to actual project time
- d) Create a draft plan of the yearly audit schedule

### **2.1.4 Electronic Workpapers**

- a) Ability to record the following information associated with each audit project:
  - i. System process description
  - ii. Objectives
  - iii. Risks and mitigating controls
  - iv. Tests to examine effectiveness of controls
  - v. Evidence obtained in performing the tests
  - vi. Results from tests including elements of a finding
  - vii. Recommendations
  - viii. Management responses and agreed action plans for issues reported
  - ix. Review Notes and other correspondence
  - x. Documentation of workpaper review
- b) Ability to assign specific audit steps to auditors
- c) Two-way cross referencing between documents, and support point-to-point hyperlinks for Word, Excel, PowerPoint, and PDF files
- d) Ability to print completed workpapers, review notes, audit programs, and other electronic documentation created within the system
- e) Provide flexibility to add/delete/modify audit steps in standard audit programs
- f) Allow for search capabilities within audit findings, projects, and document library
- g) Ability to create severity ratings and assign them to findings
- h) Ability to write review notes with links to targeted workpapers

- i) Ability to attach scanned documents and annotate documents (Word, Excel, PowerPoint, and PDF) with standard tick marks/comments from within the application (without additional software license requirements)

#### **2.1.5 Audit Reporting**

- a) Provide standard reports for common inquiries such as audit planning, audit tracking, outstanding issues, and timesheet reports
- b) Ability to easily customize the standard audit report and other ad-hoc reports
- c) Allow for custom reports to be saved in Word, Excel, or PDF formats
- d) Allow distribution of reports via email

#### **2.1.6 Audit Response and Tracking**

- a) Must provide on-line access that allows management responses to be automatically populated in the system
- b) Allow for customer surveys to be generated and feedback recorded
- c) Ability to track and report on issues in a variety of ways including audit project, audit manager, departmental area, or finding type/category

#### **2.1.7 Time Reporting**

- a) Ability to track time for audit projects, training, other chargeable and non-chargeable activities
- b) Capture time by project with the ability to report on actual versus budgeted time
- c) Track planned and unplanned hours for an audit assignment
- d) Ability to generate administrative reports by auditor, completed projects, and projects in-progress

#### **2.1.8 Document Library**

- a) Must provide indexed and searchable repository for:
  - i. Standard audit programs and notifications
  - ii. Policies and procedures
  - iii. Tests, controls, and associated risks
  - iv. Common findings
- b) Include standard audit programs from COBIT, COSO, and IIA, or allow them to be imported
- c) Ability to import current risk assessment information

Contract will be based on initial product license, professional services for training and implementation, and annual maintenance fee.



### **2.1.9 Voluntary Product Accessibility Template**

Provide your VPAT (Voluntary Product Accessibility Template) for accessibility or your WCAG 2.1 Conformance Statement. Include specific information regarding the accessibility of platform, keyboard navigation, and screen reader accessibility.

- a. Discuss where and how accessibility is included in your product and your development process.
- b. What are the options to accommodate special needs? For example, how would employees who are visually- or hearing-impaired use your product?

## **2.2 Technical Requirements**

### a) Implementation Plan/Timeline

Provide a detailed implementation plan that includes a timeline with dates of initiation and completion. Include all requirements, if any, for university resources that must be used for each step of implementation

### b) Detailed Work Plan

Provide a detailed work plan that should include with all tasks, clear deliverables, target dates for each task, and any on-site visits required to perform the services, if required.

### c) Maintenance/Support Agreement

Provide maintenance and support agreement that must include, but not limited to, any upgrades, updates, enhancements, new releases, etc., to the product released during the term of the contract. Must detail what is contained in the maintenance/support agreement, to include descriptions of service level offerings and licensing considerations

### d) Training Plan

Provide a training plan and initial technical training on the proper use of the software solution. Training must be sufficient to enable technical individuals designated by UCA to fully understand, test, validate, use tools for, and operate and instruct others as to the features, functions, capabilities and maintenance of the software.

### e) Quality Assurance Plan

Submit a Quality Assurance Plan that supports all core responsibilities of the RFP describing how the respondent will ensure the quality of services being provided, how it will identify

inappropriate service, how it will correct identified problems, and how it will respond to issues of service and quality.

f) Appended software

Identify and describe any appended software needed for data validation, data conversion, migration, and training.

g) Additional Functionality Services

Additional enhancements that may benefit the application., i.e. any specifications for future expansion, or for features or capabilities that will likely be needed by the university at some time in the future may be submitted. Products under development to meet these future needs should be referenced with anticipated release dates.

h) Consulting/Development/Customization/Programming Services

Detail plan for future consulting, development, customization and programming services based on fixed hourly rate to include travel, meals, lodging and all expenses. This cost will not be used in evaluation but may be negotiated.

The “base solution” must describe/identify/include all products/services to fulfill the scope of this RFP. However, there may be additional products/services/ enhancements/add-ons that have not been requested in the scope of the RFP but will be required for respondent’s product or service to fulfill the scope of the RFP. If so, the respondent must identify and describe these additional products/services in their technical proposal as the “base solution”. Any additional products/ services/ enhancements/add-on components that is not required to fulfill the scope of the RFP, these products/services must be identified and described in your technical proposal as well as your cost proposal documents and labeled in each proposal so that the university can easily and clearly identify what is included in your technical base solution and what is included in your cost base solution. This information will aide in the evaluation process along with providing a complete understanding of your offer contents.

### **2.3 UCA Shall**

Not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, or omissions performed by the Vendor, its agents, or employees.

### **2.4 UCA’s Remedies on Default**

In the event of default by the vendor, UCA may terminate this contract by submitting thirty (30) days notice in writing to the Vendor notice of intention to terminate. In the alternative, UCA may elect to keep the contract in force and work with the Vendor to cure the default. UCA’s decision

to terminate will be at their sole discretion based on a determination of what is in the best interest of the University.

The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this contract or of any supplement, modification or amendment to this contract because of any breach thereof or because of its or their execution or attempted execution of the same.

## **2.5 Contracting Information**

Any subsequent contract is made for the sole and exclusive benefit of UCA and the Vendor, their successors and assigns, and is not made for the benefit of any third party.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Any subsequent contract, which is the entire agreement between the parties hereto, supersedes any prior agreements, understanding, warranties or promises between the parties hereto, whether written, spoken, or implied from the conduct of the parties hereto.

Nothing in this contract shall be construed as in any way limiting the general powers of UCA to fully exercise their governmental functions or their obligations under any bond covenants or federal state or local laws, rules or regulations.

## **2. Contract Period and Compensation**

The term of the contract shall commence upon notification of the award and continue until completion of the scope of work. All other conditions set forth in the University's standard Services Contract apply.

If at any time during the course of the contract the Contractor does not meet the terms of the contract, the contract can be terminated by the University of Central Arkansas.

Again, proposer shall provide a detailed schedule that represents realistic, but aggressive completion dates. Acceptance is defined as the mutual agreement by the University and the Contractor of the acceptance of the criteria as specified in the contract. Both this Request for Proposal and the successful offeror's response to this Request for Proposal will be considered contractual components.

## **SECTION 3 REQUIREMENTS 3.0**

### **Evaluation Criteria**

The selection of a company to provide closed captioning services will be based on the company's qualifications as presented in its proposal, overall price and cost to the University, the

experience and success of the company in providing services and support to similar public sector clients and the company's ability to provide the services outlined in this Request for Proposal. The proposals will be evaluated and awarded points based on a comparative formula of relative weighting as detailed below:

<b>Criteria</b>	<b>Weight</b>
1. Quality of proposed solution: The degree, completeness, and suitability of the respondent's proposed technical solution to meet or exceed the requirements of this RFP.	50%
2. Qualifications, background and experience	20%
3. Respondent's cost proposal	30%
<b>Total</b>	<b>100%</b>

The following approach will be used in evaluating the proposals:

- Review the technical proposals
- Contact selected references
- Select finalist(s)
- Schedule presentations of finalist if needed
- Select the vendor

The third phase will be the opening of the cost proposal by the UCA Procurement Department, and review by the evaluation committee appointed by the University of Central Arkansas. The awarding of points will be determined by the following formula:  
 $a/b \times c = d$  (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to ensure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price.

Those that are selected as Finalist will be scored on their presentation including software demonstration, presentation, response to questions, overall team qualifications, project approach, remaining on topic and staying in the allotted, designated amount of time.

### **3.1 Experience, Qualifications, and References**

The proposal must detail the respondent's familiarity and proven experience with this type of contract and demonstrate the ability to serve the University's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and governmental guidelines.

- Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), locations of corporate headquarters, and the primary office that will service CIS, number and locations of any other satellite offices, principal lines of business, number of employees, days/hours of operation, and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency.
- Describe your firm's experience and qualifications for providing the required services to UCA. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experiences within the last five (5) years that are relevant, to the scope of work outlined in this RFP. Firm's history should include:
  - Documentation of vendor's experience
  - Expertise vendor can provide as it relates to public higher education clients
  - Summary listing of previous projects similar to this RFP in size, scope, and complexity
  - Key staff who will be assigned to the project who have requisite skills and abilities to meet all requirements of this RFP including resumes.
  - Subcontractors used, if any
- What is your customer retention rate and how is this measured?
- Provide case studies for a maximum of three existing clients similar to UCA including details of how your product met their needs, issues that came up in transition and how the issues were resolved.
- Provide references for a maximum of three of your current customers from other governmental agencies.
- Has your company recently merged with, acquired or sold to other companies or do you have plans to do so? Please explain.
- Most recent SOC2 report

### **3.2 Project Understanding**

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for services, and each activity and requirement to be used in achieving those objectives.

A description of resources available to the University, staff dedicated to account (with credentials) as well as other point of contact and troubleshooting options should be included as well.

### **3.3 Services Provided**

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University. The Vendor will conduct meetings with University staff in Conway, AR as necessary to complete the project. Vendor shall include all pertinent pricing schedules and information, so as to completely communicate the cost of the vendor's proposed services.

### **3.4 Cost**

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the bidder, but subsequently incurred, will be borne by the vendor.

### **3.5 Staffing and Project Organization**

- Identify the key personnel from your firm who would be assigned to the project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, and office location(s).
- Describe the ongoing service team and include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

## **SECTION 4 PROPOSAL SUBMISSIONS**

This section shall contain all pertinent information relating to the bidder's organization, personnel, and experience that would substantiate the firm's qualifications and capabilities to perform the service required by the scope of this RFP. Please provide all the information requested, and tabbed as follows:

### **4.1 Documents to be Submitted**

There are four parts to the proposal:

- Part I is the (Signature Certification Page), which is included in this RFP. In order for your proposal to be considered, you must sign this page and return it to UCA with the other parts of your proposal

- Part II There is no form for (Proposal and Qualifications). You should prepare a PDF or Word document with your responses to the items listed in Section 2.0 System Functions and Capabilities, and attach samples of your work.
- Part III is the Cost Proposal which must be a detailed cost proposal submitted in a **separate** sealed envelope marked “Cost Proposal”. **No cost or pricing (including required or optional pricing) information shall be included in the Technical Proposal.**
- Part IV are the Attachments which must be submitted and/or signed in regards to this Request for Proposal.

#### **4.1 Proposal and Qualifications**

Provide straightforward and concise responses to the following using separate tabs for each category:

- A. **Qualifications and Experience of Firm.** Discuss how your company's overall experience demonstrates your ability to successfully complete the Scope of Services. Provide a detailed list of services you have provided to higher education clients over the past three years.
- B. **Qualification of Staff/Resumes.** Identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.
- C. **Comparable Projects.** Provide a brief list and description of comparable clients and their audit management services projects which were successfully concluded within the last three years.

### **SECTION 5 GENERAL TERMS AND CONDITIONS**

#### **5.1 Legal Considerations**

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Faulkner County, Arkansas.

#### **5.2 Public 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.

### **5.3 Ethical Standards Law**

The following sections of this request for proposal reference sections within the “Arkansas Ethics in Public Contracting Laws” found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statues. “It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.” Any violation of this ethic statement can result in the cancellation of any contract with the University.

### **5.4 Conflict of Interest**

No official or employee of the University of Central Arkansas and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee’s knowledge:

- A. The employee or any member of the employee’s immediate family has a financial interest;
- B. Business or organization has a financial interest in which business or organization the employee or any member of the employee’s immediate Family has a financial interest; or
- C. Any other person, business, or organization with whom the employee, or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.

Where an employee or any member of the employee’s immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

### **5.5 Warranty Against Broker’s Fee**

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agency maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or



consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **5.6 Offer of Gratuities or Kickbacks**

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 contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

## **5.7 Employment of State Personnel**

- A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting the State agency by which he employee is employed.
- B. Restrictions on Former Employees in Matters Connected with Their Former Duties: Permanent disqualification of Former Employee Personally involved in a particular matter. It shall be a breach of ethical standards for a former employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
  - 1. Judicial or other proceeding, application, request for a ruling, or other determination.
  - 2. Contract
  - 3. Claim; or
  - 4. Charge or controversy, in which the employee participating personally and substantially through decision, approval, disapproval, recommendation rendering of services, investigation, or otherwise while an employee, where State is a party or has a direct and substantial interest.
- C. One (1) year representation regarding matters for which a former employee was officially responsible. It shall be a breach of ethical standards for any former employee, within (1) year after cessation of the former employee's official responsibility in connection with any:
  - 1. Judicial or other proceeding, application, requests for a ruling, or other determination;
  - 2. Contract;

3. Claim;
4. Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee's official responsibility, where the State is a party or has a direct substantial interest.

D. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
  - a. Judicial or other proceeding, application, request for a ruling, or other determination;
  - b. Contract;
  - c. Claim;
  - d. Charge or controversy, to knowingly as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.
2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

- E. Selling to State After Termination of Employment if Prohibited. It shall be a breach of ethical standards of any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$15,000) to engage in selling or attempting to sell commodities or services to the State of one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

## 5.8 Term of the Contract

The period for implementation begins September 19, 2023 to November 30, 2023. The migration and training must be complete (to "go live") by November 30, 2023. Vendor will not bill the University until on or after November 30, 2023. The contract period for services begins September 19, 2023 and terminates on June 30, 2024. The University is interested in an initial one (1) year contract. By mutual agreement, the University and the contractor may elect to extend the contract for maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal

periods. In no case will the total contract term including extensions be greater than seven (7) years.

The University will notify the contractor prior to the end of the contract period or extension thereof if the University intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the university/state to continue the contract beyond the end of a biennial period.

## **5.9 Termination of Contract**

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

- A. For default
- B. For convenience
- C. For unavailability of funds

## **5.10 Termination for Default**

The University/State may terminate this contract in whole, or in part, when the University of Central Arkansas determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

In the event of termination for default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the contract shall be liable to the University for administrative costs incurred by the University in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contract has delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **5.11 Termination for Convenience**

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the contractor and the University for partially completed deliverables.

### **5.12 Termination for Unavailability of Funds**

In the event that Federal and/or State funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the University.

### **5.13 Procedure on Termination**

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of

which would be reimbursable in whole or in part, in accordance with the provisions of the contract;

- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the University has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

#### **5.14 Termination Claims**

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the University may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, for any such determination made by the Contract Administrator.

#### **5.15 Contractor**

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the University.

### **5.16 Force Majeure**

The contractor will not be liable for any excess cost to the University of Central Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

### **5.17 Disputes**

Any dispute concerning performance of the contract shall be decided by the University of Central Arkansas or the director of the Office of State Procurement who shall reduce his/her decision to writing and serve a copy on the contractor. The Directors or University's decision will be final subject to the contractor's right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Directors or University's direction.

### **5.18 Confidentiality of Information**

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

### **5.19 Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 ET seq.

### **5.20 Inspection of Work Performed**

Though work will be performed virtually, The State of Arkansas, University of Central Arkansas – Conway, or their authorized representatives shall, at all reasonable times, have the right to, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed via report requests, etc.

All inspections and evaluations shall be performed in such manner as will not unduly delay work.

### **5.21 Subcontracts**

The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the University, enter into written subcontract(s) for performance of

certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

No subcontract, which the contractor entered into with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

### **5.22 Indemnification**

The contractor agrees to indemnify, defend, and save harmless the University, its officers, agents and employees from:

- Any claims or losses resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

### **5.23 Assignment**

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

### **5.24 Employment Practices**

The contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.

Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensations, and
- Selection of training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations. The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

## **5.25 Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and



undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

### **5.26 State Property**

If applicable, the contractor shall be responsible of the proper custody and care of any State-owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

### **5.27 Contract Variations**

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor 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 declarations or finding and shall be fully performed.

### **5.28 Attorney's Fees**

In the event that either deems it necessary to legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

### **5.29 Environmental Protection**

If applicable, the contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

### **5.30 Liability**

In the event of non-performance of contractual obligation by the contractor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the contractor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

### **5.31 Records Retention**

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

### **5.32 Access to Contractor's Records**

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

### **5.33 Performance Standards**

Act 557 of 2016 enacted by the Arkansas General Assembly requires that services contract include performance standards. This contract will require that services are provided in a timely and professional manner. Should services not be performed in a timely and professional manner the vendor must provide an acceptable remediation plan. Secondly, work products are professional, comprehensive and consistent with the contracted skill level. Should the work products not be up to the standard as required by this contract payment may be withheld in part or in whole until acceptable work products are produced.

## **SECTION 6 PROCUREMENT**

### **6.1 RULES OF PROCUREMENT**

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

#### **6.2 Point of Contact**

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should e-mail all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 1.4).

#### **6.3 Written Questions Concerning the Request for Proposals**

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be **July 5, 2023 at 3:00 p.m.** All questions must be marked “Questions: and the proposal number indicated on the e-mail. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed or faxed to all organizations that received a copy of the Request for Proposal.

#### **6.4 Requests for Proposals Amendments**

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals and will be posted to the UCA Procurement website at [www.uca.edu/procurement](http://www.uca.edu/procurement).

#### **6.5 Cost of Preparing Proposals**

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

#### **6.6 Disposition of Proposals**

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

#### **6.7 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

#### **6.8 Acceptance of Proposals**

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request

for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

### **6.9 Evaluation of Proposals**

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However the University may waive minor irregularities. The Director of Procurement completes this phase.

The University of Central Arkansas will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening and calculation of the cost proposal by the Director of Procurement, and reviewed by the evaluation committee appointed by the University of Central Arkansas.

### **6.10 Award Notice**

The notice of intended contract award will be sent to all respondents, by e-mail.

## RIDER

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

(1) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”*

(2) *“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:*

*(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;*

*(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;*

*(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.*

*UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.*

*Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”*

(3) *“The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”*

**PART I  
SIGNATURE CERTIFICATION PAGE**

**Proposal Number:** UCA-24-007

**Description:** Audit Management Software System

**Issue Date:** June 27, 2023

**Buyer:** Meghan Cowan

**Bid Opening Date:** July 25, 2023

**Bid Opening Time:** 9:00 A.M. CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE.

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

Name (Type or Print) \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

RFP Contact E-mail Address: \_\_\_\_\_

**FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

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

**PART III**  
**RFP #UCA-24-007 Audit Management Software System**  
**\*Official Pricing Sheet**

**\*This shall be submitted as a separate document from the technical proposal**

<b>Cost Component</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Total</b>
Initial Cost of Software (1 year only) for 4 users, includes production and test environment								
Implementation Costs (including data migration and start-up)								
Hosting Fees								
Training (if applicable only for years 2-7)								
Annual maintenance and upgrade fees (please indicate if first year maintenance is included in the installation fee)								
Cost for Additional Professional Services								
*Any Other Costs not defined Above								
<b>Grand Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Main RFP Contact Email: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

**NOTE:**

1. The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.
3. Failure to use this Official Pricing Sheet may result in disqualification of proposal.

**PART IV**  
**ATTACHMENT 1 PROPOSER'S REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			



**ATTACHMENT 2  
EO POLICY**

**ATTENTION CONTRACTORS**

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

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

**Submitting the EO Policy is a one-time requirement. The UCA Procurement Department will maintain a file of policies or written responses received from bidders.**

**Effective August 2005, 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 (501) 450-3173.**

**Sincerely,**

**Cassandra McCuien-Smith, CPPO CPPB  
Director of Procurement**

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

\_\_\_\_\_ **EO Policy Attached**

\_\_\_\_\_ **EO Policy previously submitted to UCA Procurement Office**

\_\_\_\_\_ **EO Policy is not available from business/person (must provide a written response)**

**Company Name Or Individual:** \_\_\_\_\_

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

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

**ATTACHMENT 3  
ILLEGAL IMMIGRANT CERTIFICATION**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to this request must certify, prior to the award of the contract, vendors must certify that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/welcome>

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

If you have any questions, please call the Procurement Department at 501-450-3173.

Thank you.

Cassandra McCuien-Smith, CPPB CPPO  
Director of Procurement

\*\*\*\*\*  
\*\*\*\*\*

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

Please check the appropriate statement below:

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

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

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

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

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

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

**ATTACHMENT 4  
RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION**

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

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

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

Name of public entity: University of Central Arkansas
Vendor Number (AASIS or UCA) (UCA Procurement Office will complete):
Contractor/Vendor Name:

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

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

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

## ATTACHMENT 5 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:

TAXPAYER ID NAME: \_\_\_\_\_  Goods?  Services?  Both?

YOUR LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

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

### FOR INDIVIDUALS \*

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

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

None of the above applies

### FOR A VENDOR (BUSINESS) \*

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

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

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 \_\_\_\_\_ Agency Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_